



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001

RFP NO.: B 3Z10004

TITLE: Janitorial Services – Jefferson City

ISSUE DATE: December 2, 2009

REQ NO.: NR 300 22009000117

BUYER: Amy Spray

PHONE NO.: (573) 751-1686

E-MAIL: amy.spray@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: December 8, 2009 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: January 1, 2010 through December 31, 2010

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	STATE AGENCY'S NAME AND ADDRESS:
Office of Administration Division of Facilities Management, Design & Construction Various OA/FMDC Maintained Buildings located in Jefferson City, MO 65102	Office of Administration Division of Facilities Management, Design & Construction 301 West High Street Room 730 Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____ (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**B3Z10004 Janitorial Services – Jefferson City
Division of Facilities Management, Design and Construction**

RFP B3Z10004 is hereby amended as follows:

1. The following items are hereby revised, added or deleted:
 - a. 2.4.5
 - b. 2.4.6
 - c. 2.4.8 a.
 - d. 2.4.8 b.
 - e. 2.4.9 i.
 - f. 2.5.2, 2.5.2 a. and all subsequent paragraph numbering
 - g. 2.5.6
 - h. 2.6.9
 - i. 2.10.4
 - j. 2.10.5
 - k. 2.11.2, 2.11.2 a. and all subsequent paragraph numbering
 - l. 2.11.6
 - m. 2.12.8
 - n. 3.5.3



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z10004

TITLE: Janitorial Services - Jefferson City

ISSUE DATE: November 23, 2009

REQ NO.: NR 300 22009000117

BUYER: Amy Spray

PHONE NO.: (573) 751-1686

E-MAIL: amy.spray@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: December 8, 2009 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: January 1, 2010 through December 31, 2010

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	STATE AGENCY'S NAME AND ADDRESS:
Office of Administration Division of Facilities Management, Design & Construction Various OA/FMDC Maintained Buildings located in Jefferson City, MO 65102	Office of Administration Division of Facilities Management, Design & Construction 301 West High Street Room 730 Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 05/21/09). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes an invitation for competitive, sealed proposals for the provision of janitorial services for various buildings located in Jefferson City, Missouri as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Pages
 - 5) Exhibits A - H
 - 6) Attachments 1 - 2
 - 7) Terms and Conditions

1.2 Tour of Buildings:

- 1.2.1 A tour of the buildings will be held on December 1, 2009, beginning promptly at 9:00 a.m. Offerors should meet at the State Public Health Laboratory, located at 101 North Chestnut Street. Parking is available in the old prison parking lot adjacent to the building. The tour will then proceed to the Employment Security Buildings located at 421 East Dunklin Street and 620 Adams Street, Jefferson State Office Building, located at 205 Jefferson Street, Department of Labor and Industrial Relations (DOLIR) Building located at 3315 West Truman Boulevard, and the Feed/Seed Laboratory located at 115 Constitution Drive, Jefferson City, Missouri, respectively. The purpose of the tour is to allow potential offerors an opportunity to inspect the building prior to submitting a proposal. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential offerors attending the tour will be maintained for verification purposes.
- 1.2.2 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the buildings and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.
- 1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the scheduled tour of the buildings, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.2.4 All questions regarding the Request for Proposal and/or the competitive procurement process **must** be directed to Amy Spray of the Division of Purchasing and Materials Management at (573) 751-1686 or amy.spray@oa.mo.gov.

1.3 Pre-Proposal Conference:

- 1.3.1 A pre-proposal conference regarding this Request for Proposal will be held on December 1, 2009, in the Harry S Truman State Office Building, Conference Room 510, immediately following the building tours.
- 1.3.2 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.3.3 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to

the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

- 1.3.4 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.4 Background Information:

- 1.4.1 Previous/Current contracts exist for the services being obtained via this RFP. Copies of the contracts can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of the contracts may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the following proposals and contracts when searching for these documents.

- | | |
|----------------------------------|--|
| a. State Health Laboratory: | Proposal B3Z07010 or contract C307010001 |
| b. Employment Security Building: | Proposal B3Z07049 or contract C307049001 |
| c. Jefferson Building: | Proposal B3Z08094 or contract C308094001 |
| d. DOLIR Building: | Proposal B3Z07236 or contract C307236001 |
| e. Feed/Seed Laboratory: | Proposal B3Z07055 or contract C307055001 |

- 1.4.2 Required services being obtained via this RFP may not be the same as found in previous contracts.

- 1.4.3 State Public Health Laboratory: The tenants of the building located at 101 North Chestnut Street, Jefferson City, Missouri consist of offices and employees of the Department of Health and Senior Services within the State Public Health Laboratory. There are approximately 115 full time employees located within the building.

- a. Approximately 42,689 total cleanable square feet consisting of:
 - 1) 20,384 square feet of carpet
 - 2) 8,930 square feet of sheet vinyl flooring
 - 3) 4,616 square feet of terrazzo
 - 4) 2,891 square feet of ceramic
 - 5) 654 square feet of painted concrete

- 6) 5,214 square feet of concrete
 - b. Approximately 13 restrooms containing a total of 6 urinals, 19 stools, and 19 sinks and 5 showers.
- 1.4.4 Employment Security Buildings: The tenants of the buildings located at 421 East Dunklin Street and 620 Adams Street, Jefferson City, Missouri consist of offices and employees of the Department of Labor and Industrial Relations. There are approximately 564 full time personnel within these buildings.
- a. The building located at 421 East Dunklin Street is approximately 142,000 total cleanable square feet and the building located at 620 Adams Street is approximately 1,850 total square feet.
 - 1) 117,310 square feet of carpet.
 - 2) 26,540 square feet of hard surface floors.
 - b. Approximately 29 restrooms containing a total of 16 urinals, 46 stools, and 48 sinks.
 - c. The building located at 421 East Dunklin Street contains eight 40 square foot closets with slop sinks and water. It also contains one 100 square foot close that does not have a sink.
 - d. The building located at 620 Adams Street does not contain any janitor closets.
- 1.4.5 Jefferson Building: The tenants of the building located at 205 Jefferson Street, Jefferson City, Missouri consist of offices and employees of the Department of Natural Resources, Department of Elementary and Secondary Education and the Department of Social Services. There are approximately 962 full time employees located within the building.
- a. Approximately 210,576 total cleanable square feet consisting of:
 - 1) 155,800 square feet of carpet.
 - 2) 54,776 square feet of hard surface flooring.
 - b. Approximately 32 restrooms containing a total of 16 urinals, 74 stools, and 60 sinks and 1 shower.
- 1.4.6 DOLIR Building: The tenants of the building located at 3315 West Truman Boulevard, Jefferson City, Missouri consist of offices and employees of the Department of Labor and Industrial Relations. There are approximately 127 full time employees located within the building.
- a. Approximately 35,246 total cleanable square feet consisting of:
 - 1) 28,546 square feet of carpet.
 - 2) 6,700 square feet of hard surface flooring.
 - b. Approximately 4 restrooms containing a total of 4 urinals, 12 stools, and 12 sinks.
- 1.4.7 Feed/Seed Laboratory: The tenants of the building located at 115 Constitution Drive, Jefferson City, Missouri consist of offices and employees of the Department of Agriculture. There are approximately 16 full time employees located within the building.
- a. Approximately 12,352 total cleanable square feet consisting of:
 - 1) 2,246 square feet of carpet.
 - 2) 10,106 square feet hard surface flooring.

- b. Approximately 4 restrooms containing a total of 2 urinals, 7 stools, and 6 sinks.

1.4.8 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide janitorial services for the Office of Administration, Division of Facilities Management, Design & Construction, (hereinafter referred to as the “*state agency*”), in accordance with the provisions and requirements specified herein. The contractor shall provide janitorial services for one or more of the following buildings, as specified in the Notice of Award section of the contract:
- a. State Health Laboratory:
 - b. Employment Security Building
 - c. Jefferson Building:
 - d. DOLIR Building
 - e. Feed/Seed Laboratory
- 2.1.2 Immediately following award of the contract and for each awarded building, the state agency shall notify the contractor whether the contractor shall provide janitorial services according to the Basic Schedule or the Expanded Schedule as defined herein. The contractor shall agree and understand, that at any time during the term of the contract, the state agency may require the contractor to switch to the other schedule (i.e. Basic Schedule or Expanded Schedule). The state agency will provide the contractor with at least 30 days notice of a switch to/from the Basic Schedule from/to the Expanded Schedule. The contractor shall agree and understand the state agency’s intends, but does not guarantee, to begin the contract utilizing the Basic Schedule.
- 2.1.3 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the building, the building’s contents, and the building’s tenants.
- 2.1.4 The contractor shall provide services for the areas of the building specified by the state agency. However, the state agency reserves the right to add or delete areas of the building for which the contractor shall provide services.
- a. Any changed, added, or deleted areas of the building, or changes, additions or deletions of services, including the frequency of tasks, for which the contractor shall be responsible, shall be made by an amendment to the contract issued by the Division of Purchasing and Materials Management.
- 2.1.5 Unless otherwise specified herein or other days or times are approved by the state agency, the contractor shall perform all tasks at the frequency specified Monday through Friday, excluding state holidays, during the times specified herein for each building.
- 2.1.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein.

2.2 Equipment and Supply Requirements:

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
- a. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes “Green Label” Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at www.carpet-rug.org.)
 - b. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer’s recommendations. Vacuum bags or canisters shall be inspected

at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

- c. In the event pile lifting is required, the pile lifter must be a commercial quality "pile lifter" pile brush, equipped with a rotary brush and an industrial type two (2) motor commercial vacuum equipped with high efficiency filtration bag (Certified Pile Lifter, Minuteman CC-3 Pile Lifter or comparable).
- d. In the event day cleaning services are required, the contractor shall utilize a vacuum system with "Hush Mode" capabilities similar or equal to the Hoover U5262-900 EmPower Upright Bagless vacuum cleaner w/Hush Mode.

2.2.2 Products, Supplies, and Materials hereinafter (also referred to as "*product(s)*") – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.

- a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should use environmentally preferable products, unless specified elsewhere.
 - 1) For the purposes of the contract, "*environmentally preferable*" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.
- b. Active microfiber technology should be used where appropriate to reduce cleaning chemical consumption.

2.2.3 The contractor shall furnish plastic waste/trash container liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, toilet seat covers, sand for ashtrays, blood spill and bodily fluid cleanup kits, and all cleaning supplies and materials necessary to perform the services required by the contract.

- a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building, and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).
- b. Paper towels should be unbleached, must be folded or rolled to fit dispensers installed in the building, and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal). At the contractor's discretion and expense, and with the state agency's approval, the contractor shall be allowed to replace folded paper towel dispensers with rolled paper towel dispensers to be installed by the state agency. Any installed dispenser provided by the contractor shall become the property of the state agency.
- c. Liquid hand soap must be a good grade containing antiseptic.
- d. Plastic waste/trash container liners should be manufactured using 30% recycled materials and of good grade.
- e. Toilet seat covers must fit the installed dispensers.
- f. Blood spill and body fluid cleanup kits shall meet OSHA standards for blood borne pathogen exposure control.

- g. Disposable liners for sanitary napkin cans must fit the installed receptacle.
- h. Sand for exterior ashtray containers must be black.

2.2.4 The contractor shall be assigned a janitorial closet(s) in the building for storage of all janitorial equipment, materials, and supplies necessary for the building.

2.2.5 The contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces upon which they are to be applied.

2.2.6 Prior to the contractor's use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building. The Material Safety Data Sheets shall become the property of the State of Missouri.

2.3 Basic Schedule Service Requirements: If the state agency requires the contractor to provide janitorial services utilizing the Basic Schedule, the contractor shall perform the tasks listed below, for each awarded building in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc.

2.3.1 **DAILY:** The contractor shall perform the following tasks on a daily basis:

- a. Thoroughly vacuum all entrance and exit mats.
- b. Thoroughly sweep all hard surfaces including, but not limited to, floors, stairs, and landings using brooms or dust mops.
- c. Wet mop all hard surfaces including, but not limited to, floors, stairs, and landings to give a clean and satisfactory appearance.
- d. During inclement weather, such as snow, machine scrub all hard surface floors each night. Remove sand, soot, and salts from the building vestibules.
- e. Remove cobwebs from all ceilings, doors, and corners within the building, as needed.
- f. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass, as needed.
- g. Clean and disinfect drinking fountains.
- h. Empty all waste/trash containers. Wash waste/trash containers and replace plastic liners, as needed.
- i. Spot clean all carpet as spots appear.
- j. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
- k. Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits of the building.
- l. Secure all exterior division doors and any interior doors as requested by the state agency.
- m. Spot clean all interior elevator cabs, vacuum elevator carpets, and clean elevator tracks.

- n. Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.
- o. Clean janitorial closets after completion of the daily tasks and before exiting the building.

2.3.2 WEEKLY: The contractor shall perform the following tasks at least one (1) time per week.

- a. Thoroughly vacuum all carpet from wall to wall.
- b. Clean all kitchens and break rooms including washing and disinfecting all tables and countertops.
- c. Wipe all plastic chairs, as needed.
- d. Using a damp treated cloth, wipe all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, tops of partitions, etc.
- e. Clean and disinfect all conference and lobby telephones available to the public.
- f. Remove full recycle bins, place recycle bins in the pick-up location (dock), and replace with empty recycle bins.

2.3.3 BI-WEEKLY: The contractor shall perform the following task at least every other week.

- a. High speed buff or burnish all vinyl composite tile (VCT) floors.

2.3.4 MONTHLY: The contractor shall perform the following tasks one (1) time per month, within the first ten (10) consecutive work days of each month

- a. Spot clean all wall and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- b. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
- c. Brush and spot clean fabric furniture, as needed.

2.3.5 QUARTERLY: The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10.

- a. Clean all glass surfaces, other than windows.
- b. Clean/dust all venetian/mini-blinds.
- c. Clean/vacuum all vents, diffusers, and registers.
- d. Clean all elevator walls and both sides of elevator doors.
- e. Clean the carpet in elevators via wet extraction method.

2.3.6 SEMI-ANNUALLY: The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10th of the month. The first performance of each task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing one of more of the following tasks for the first six months of the original contract period only.

- a. Clean both sides of all interior windows.
- b. Clean all baseboards.
- c. Thoroughly machine scrub all hard surface floor areas removing all scuffs and black marks.
- d. Apply two (2) coats of skid-proof wax floor finish to vinyl composition tile (VCT) or terrazzo hard surface floors as directed by the state agency.
- e. Deep clean all carpet via wet extraction method. The contractor must notify the state agency at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the state agency.
- f. Dust all pipes and ductwork within a 12-foot reach.

2.3.7 ANNUALLY: The contractor must perform the task listed below within the first sixty (60) days of the effective date of the contract, and then one (1) time per year thereafter, by the 10th working day of October. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing the following task for the original contract period only.

- a. Strip and refinish with five (5) coats of skid-proof wax all vinyl composition tile (VCT) or terrazzo hard surface floors as directed by the state agency.

2.4 Basic Schedule Requirements - State Public Health Laboratory: In addition to the Basic Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the State Public Health Laboratory, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the requirements listed below. However, all tasks stated below referencing Attachment 2 shall supersede all equivalent tasks referenced in the Basic Schedule Service Requirements.

2.4.1 The contractor shall perform all tasks between the hours of 8:00 a.m. and 5:00 p.m.

2.4.2 The contractor shall be assigned a janitorial closet on each of the five (5) floors of the building. The contractor shall utilize one of the janitorial closets to store all janitorial equipment, materials, and supplies necessary for providing janitorial services. However in order to avoid cross contamination, all janitorial closets on each of the five (5) floors shall be supplied with a wet mop, mop bucket, and a dust mop to be used for that particular floor.

2.4.3 BI-WEEKLY: The contractor shall perform the following tasks at least once every other week.

- a. High speed buff or burnish all “sheet flooring” and terrazzo hard surface floors according to the manufacturer’s recommendations detailed in Attachment 2.
- b. Remove cobwebs from ground level exterior windows.

2.4.4 MONTHLY: The contractor shall perform the following tasks at least once every month.

- a. Machine scrub concrete flooring in interior dock.
- b. Clean the carpeted entrances via wet extraction method.

Revised by Amendment 001

2.4.5 SEMI-ANNUALLY: The contractor must perform the semi-annual task listed below every six months in April and again in October prior to the 10th of the month. The first performance of the task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing the following task for the first six months of the original contract period only. The contractor must perform the listed tasks between the hours of 5:00 pm and 12:00 am on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency, and shall be accompanied by a state agency employee while performing these tasks.

- a. Machine scrub all “sheet flooring” and terrazzo hard surface floors according to manufacturer recommendations detailed in Attachment 2.
- b. Apply two (2) coats of skid-proof wax floor finish to “sheet flooring” and terrazzo hard surface floors according to manufacturer recommendations detailed in Attachment 2.

Revised by Amendment 001

2.4.6 ANNUALLY: The contractor must perform the tasks listed below within the first sixty (60) days of the effective date of the contract, and then one (1) time per year thereafter, by the 10th working day of October. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing one of more of the following tasks for the original contract period only. The contractor must perform the listed tasks between the hours of 5:00 pm and 12:00 am on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency, and shall be accompanied by a state agency employee while performing these tasks.

- a. Strip and refinish all “sheet flooring” and terrazzo hard surface floors according to flooring manufacturer’s recommendations detailed in Attachment 2.
- b. Strip stainless steel in elevators and restroom partition walls as directed by the state agency.

2.4.7 DAILY RESTROOM REQUIREMENTS: The contractor shall perform the following task on a daily basis.

- a. Clean shower stalls and remove soap scum.

2.4.8 Personnel Requirements:

Revised by Amendment 001

- a. The contractor shall provide sufficient personnel to perform janitorial upkeep of the building, Monday through Friday, from 8:00 a.m. to 5:00 p.m., with staggered lunch breaks to ensure uninterrupted service. One of the contractor’s personnel shall be assigned as the Working Supervisor.

Revised by Amendment 001

- b. The contractor shall agree and understand that state agency staff shall advise the contractor’s personnel of the specific duties that are necessary as the situation arises; however, the contractor’s personnel shall perform all duties as required by the contract and any contingent and/or miscellaneous janitorial duties requested by the state agency.

2.4.9 Working Supervisor - The contractor shall provide a Working Supervisor who shall be located on-site between the hours of 8:00 a.m. and 5:00 p.m. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the State Public Health Laboratory. At a minimum, the contractor’s Working Supervisor shall:

- a. Perform any service requirement tasks as stated herein.
- b. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- c. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- d. Train and assign duties for the contractor's personnel as necessary.
- e. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
- f. Ensure that the reports are submitted as required and as needed.
- g. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
- h. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

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- i. DELETED

2.4.10 The state agency shall provide the contractor with a two-way radio to allow the state agency to contact the contractor's personnel while providing services during the assigned hours. However, the contractor should also provide personnel with communication equipment to be used in the event the two-way radio malfunctions.

2.5 Basic Schedule Requirements - Employment Security Building: In addition to the Basic Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the Employment Security Building, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the following requirements:

2.5.1 The contractor shall perform all tasks between the hours of 5:30 p.m. and 12:00 a.m.

Added by Amendment 001 and revised all subsequent paragraph numbering

2.5.2 DAILY: The contractor shall perform the following daily task on a daily basis:

- a. Clean and wipe with a damp cloth all cafeteria area tables, disposing of all trash.

2.5.3 WEEKLY: The contractor shall perform the following weekly tasks one (1) time per week.

- a. High speed buff or burnish cafeteria seating area vinyl composite tile (VCT) floors.
- b. Machine scrub the trash room floor.
- c. Wash trash carts.

2.5.4 SEMI-ANNUALLY: The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10th of the month. The first performance of each task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing one or more of the following tasks for the first six months of the original contract period only.

- a. Scrub computer area floors with a low speed buffer, using a spray bottle with all-purpose cleaner, spray two (2) tiles at a time and scrub with machine. Scrub approximately twenty (20) tiles then mop up all water. Do not saturate floor. Continue procedure until all floors are completed.
- b. Replace mats when necessary.

2.5.5 Day Porter/Matron Requirements – The contractor shall provide two (2) Day Porters/Matrons, preferably one porter and one matron, who must be on-site at the building from 7:00 a.m. to 4:00 p.m. and 8:00 a.m. to 5:00 p.m., with one (1) hour staggered lunch breaks, every Monday through Friday. The contractor's Day Porter/Matron shall be responsible for the janitorial upkeep of the building during the assigned hours. The contractor shall agree and understand that state agency staff shall advise the contractor's Day Porter/Matron of the specific duties that are necessary as the situation arises; however, the contractor's Day Porter/Matron shall perform, but not limited to, the following duties:

- a. Wipe down and spot clean restrooms.
- b. Replenish restroom supplies.
- c. Clean both sides of all entrance door glass; clean door glass frames and accompanying glass panels including entrance overhang, transoms (inside and outside), removing all fingerprints, cobwebs, and dirt.
- d. Sift and remove cigarette butts from all smoking receptacles outside the building. Replace when it becomes discolored.
- e. Sweep, dust mop, and damp mop various floors.
- f. Clean outdoor tables, remove all trash and sweep sidewalks for thirty feet (30') from all entrances/exits of the building.
- g. Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.

Revised by Amendment 001

2.5.6 Non-Working Supervisor - The contractor shall provide a Non-Working Supervisor who shall be located on-site between the hours of 5:30 p.m. and 12:00 a.m. The supervisor should have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the Employment Security Building. At a minimum, the contractor's supervisor shall:

- a. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- b. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- c. Train and assign duties for the contractor's personnel as necessary.
- d. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
- e. Ensure that the reports are submitted as required and as needed.
- f. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.

- g. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.
- 2.5.7 The state agency shall provide the contractor with a two-way radio to allow the state agency to contact the Day Porters/Matrons while providing services during the assigned hours. However, the contractor should also provide both Day Porters/Matrons with communication equipment to be used in the event the two-way radio malfunctions.
- 2.6 Basic Schedule Requirements - Jefferson State Office Building:** In addition to the Basic Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the Jefferson State Building, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the following requirements:
- 2.6.1 Unless otherwise stated herein, the contractor shall provide all tasks during the hours of 5:30 p.m. and 12:00 a.m.
- 2.6.2 DAILY: The contractor shall perform the following task on a daily basis.
- a. Wash and scrub exterior plaza after inclement weather ends as directed by state agency.
- 2.6.3 WEEKLY: The contractor shall perform the following weekly tasks one (1) time per week.
- a. Maintain the elevator brass fixtures.
- 2.6.4 BI-MONTHLY: The contractor shall perform the following task at least once every other month.
- a. Clean all carpeted traffic lanes via wet extraction method.
- 2.6.5 SEMI-ANNUALLY: The contractor must perform the semi-annual task listed below every six months in April and again in October prior to the 10th of the month. The first performance of the task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for the following task for the first six months of the original contract period only.
- a. Strip and polish stainless steel on elevator doors as directed by state agency.
- 2.6.6 DAILY RESTROOM REQUIREMENT: The contractor shall perform the following task on a daily basis.
- a. Clean shower stalls and remove soap scum.
- 2.6.7 Day Porter/Matron Requirements – Unless otherwise approved by the state agency, the contractor shall provide two (2) Day Porters/Matrons who must be on-site at the building and shall be responsible for the janitorial upkeep of the building.
- a. Unless otherwise approved by the state agency, one of the Day Porter's/Matron's assigned hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday and the other Day Porter's/Matron's assigned work hours shall be from 7:30 a.m. to 4:30 p.m., Monday through Friday with a one (1) hour staggered lunch break.
 - b. The contractor shall agree and understand that state agency staff shall advise the contractor's Day Porter/Matron of the specific duties that are necessary as the situation arises; however, the contractor's Day Porter/Matron shall perform, but not limited to, the following duties:
 - 1) Wipe down and spot clean restrooms.

- 2) Sweep and mop dock/recycle room daily as needed.
- 3) Remove trash and debris from perimeter of the building including the dock and parking lot 5.
- 4) Sweep and clean balconies and accompanying vestibules.
- 5) Replenish restroom supplies.
- 6) Clean entrance glass.
- 7) Remove cigarette butts from ash urns.
- 8) Sweep, dust mop, and damp mop various floors.
- 9) Wash trash carts weekly.
- 10) Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.

2.6.8 Lockout Areas – The following four areas are considered “lockout areas”. The contractor shall provide the monthly, bi-monthly, quarterly, semi-annual, and annual tasks for the lockout areas as directed by the state agency, during the hours of 5:30 p.m. and 12:00 a.m. and shall be accompanied by a state agency employee while performing these tasks. The contractor’s Day Porters/Matrons shall provide all required daily and weekly tasks in the lockout areas during the hours specified below:

- a. The Child Support Enforcement Office located on the first floor (approximately 14,449 square feet) between 2:00 p.m. and 4:00 p.m.
- b. The Department of Elementary and Secondary Education office area located on the second floor (approximately 2,164 square feet) between 2:00 p.m. and 2:30 p.m.
- c. The Department of Elementary and Secondary Education mail room area located on the first floor (approximately 271 square feet) between 2:30 p.m. and 3:00 p.m.
- d. The Office of Administration, Division of Facilities Management, Design and Construction dock office (approximately 343 square feet) between 2:30 p.m. and 3:00 p.m.

Revised by Amendment 001

2.6.9 Non-Working Supervisor – The contractor shall provide a Non-Working Supervisor who shall be located on-site between the hours of 5:30 p.m. and 12:00 a.m. The Non-Working Supervisor should have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the Jefferson State Office Building. At a minimum, the contractor’s Non-Working Supervisor shall:

- a. Supervise all the contractor’s personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- b. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- c. Train and assign duties for the contractor’s personnel as necessary.
- d. Work with and maintain a positive working relationship with the state agency’s staff, the tenants of the building, and the public.

- e. Ensure that the reports are submitted as required and as needed.
 - f. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
 - g. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.
- 2.6.10 The state agency shall provide the contractor with a two-way radio to allow the state agency to contact the Day Porters/Matrons while providing services during the assigned hours. However, the contractor should also provide both Day Porters/Matrons with communication equipment to be used in the event the two-way radio malfunctions.
- 2.7 Basic Schedule Requirements - Department of Labor and Industrial Relations (DOLIR) Building:**
In addition to the Basic Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the DOLIR Building, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the following requirements:
- 2.7.1 The contractor shall perform all tasks between the hours of 5:30 p.m. and 12:00 a.m.
- 2.7.2 BI-WEEKLY: The contractor shall perform the following tasks at least once every other week.
- a. Buff cafeteria seating area vinyl composite tile (VCT) floors.
 - b. Machine scrub hard surface flooring throughout the main floor entrance and lobbies.
- 2.7.3 BI-MONTHLY: The contractor shall perform the following task at least once every other month.
- a. Clean carpets in second floor hallways via wet extraction method.
- 2.7.4 SEMI-ANNUALLY: The contractor must perform the semi-annual task listed below every six months in April and again in October prior to the 10th of the month. The first performance of the task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing the following task for the first six months of the original contract period only.
- a. Replace mats when necessary.
- 2.7.5 ANNUALLY: The contractor must perform the task listed below within the first sixty (60) days of the effective date of the contract, and then one (1) time per year thereafter, by the 10th working day of October. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing the following task for the original contract period only.
- a. Thoroughly wash both sides of all exterior windows (approximately 250 window panels), including frames and mullions, to maintain a satisfactory appearance.
- 2.7.6 Day Porter/Matron Requirements – The contractor shall provide one (1) Day Porter/Matron who shall perform the janitorial upkeep of the building from 1:00 p.m. to 5:00 p.m., Monday through Friday. The contractor shall agree and understand that state agency staff shall advise the contractor's Day Porter/Matron of the specific duties that are necessary as the situation arises; however, the contractor's Day Porter/Matron shall perform, but not limited to, the duties listed below.
- a. Wipe down and spot clean restrooms.
 - b. Replenish restroom supplies.

- c. Clean entrance glass.
- d. Remove cigarette butts from ash urns.
- e. Sweep, dust mop, and damp mop various floors.
- f. Clean various areas (e.g. dock, bay area, and around trash/recycle container staging areas, etc.) weekly.
- g. Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.

2.7.7 Working Supervisor - The contractor shall provide a Working Supervisor who shall be located on-site between the hours of 5:30 p.m. and 12:00 a.m. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the DOLIR Building. At a minimum, the contractor's Working Supervisor shall:

- a. Perform any service requirement tasks as stated herein.
- b. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- c. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- d. Train and assign duties for the contractor's personnel as necessary.
- e. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
- f. Ensure that the reports are submitted as required and as needed.
- g. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
- h. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

2.7.8 The contractor shall provide the Day Porter/Matron with communication equipment to be used for contact by the state agency.

2.8 Basic Schedule Requirements - Feed/Seed Laboratory: In addition to the Basic Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the Feed/Seed Laboratory, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the following requirements:

2.8.1 The contractor shall perform all tasks between the hours of 5:30 p.m. and 12:00 a.m.

2.8.2 QUARTERLY: The contractor must perform the quarterly task listed below every quarter prior to January 10, April 10, July 10, and October 10.

- a. Clean carpet in second floor hallway via wet extraction method.

- 2.8.3 **SEMI-ANNUALLY:** The contractor must perform the semi-annual task listed below every six months in April and again in October prior to the 10th of the month. The first performance of the task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing the following task for the first six months of the original contract period only.
- a. Replace mats when necessary.
- 2.8.4 **ANNUALLY:** The contractor must perform the task listed below within the first sixty (60) days of the effective date of the contract, and then one (1) time per year thereafter, by the 10th working day of October. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing the following task for the original contract period only.
- a. Thoroughly wash both sides of all exterior windows, including frames and mullions, to maintain a satisfactory appearance.
- 2.8.5 **Working Supervisor -** The contractor shall provide a Working Supervisor who shall be located on-site between the hours of 5:30 p.m. and 12:00 a.m. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the Feed/Seed Laboratory. At a minimum, the contractor's Working Supervisor shall:
- a. Perform any service requirement tasks as stated herein.
 - b. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
 - c. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
 - d. Train and assign duties for the contractor's personnel as necessary.
 - e. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
 - f. Ensure that the reports are submitted as required and as needed.
 - g. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
 - h. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.
- 2.9 Expanded Schedule Service Requirements:** If the state agency requires the contractor to provide janitorial services utilizing the Expanded Schedule, the contractor shall perform the tasks listed below, for each awarded building at the frequency specified in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc.
- 2.9.1 **DAILY:** The contractor shall perform the following tasks on a daily basis:
- a. Thoroughly vacuum all entrance and exit mats.
 - b. Thoroughly vacuum all carpet from wall to wall.
 - c. Clean all kitchens and break rooms including washing and disinfecting all tables and countertops.

- d. Wipe all plastic chairs, as needed.
- e. Using a damp treated cloth, wipe all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, tops of partitions, etc.
- f. Clean and disinfect all conference and lobby telephones available to the public.
- g. Spot clean all wall and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- h. Spot clean all doors and frames.
- i. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
- j. Brush and spot clean fabric furniture, as needed.
- k. Remove full recycle bins, place recycle bins in the pick-up location (dock), and replace with empty recycle bins.
- l. Thoroughly sweep all hard surfaces including, but not limited to, floors, stairs, and landings using brooms or dust mops.
- m. Wet mop all hard surfaces including, but not limited to, floors, stairs, and landings to give a clean and satisfactory appearance.
- n. During inclement weather, such as snow, machine scrub all hard surface floors each night. Remove sand, soot, and salts from the building vestibules.
- o. Remove cobwebs from all ceilings, doors, and corners within the building, as needed.
- p. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass, as needed.
- q. Clean and disinfect drinking fountains.
- r. Empty all waste/trash containers. Wash waste/trash containers and replace plastic liners, as needed.
- s. Spot clean all carpet as spots appear.
- t. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
- u. Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits of the building.
- v. Secure all exterior division doors and any interior doors as requested by the state agency.
- w. Spot clean all interior elevator cabs, vacuum elevator carpets, and clean elevator tracks.
- x. Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.
- y. Clean janitorial closets after completion of the daily tasks and before exiting the building.

- 2.9.2 **WEEKLY:** The contractor shall perform the following tasks at least one (1) time per week.
- a. Clean the carpet in elevators via wet extraction method.
 - b. High speed buff or burnish all vinyl composite tile (VCT) floors.
- 2.9.3 **MONTHLY:** The contractor shall perform the following tasks one (1) time per month, within the first ten (10) consecutive work days of each month.
- a. Clean/dust all venetian/mini-blinds.
 - b. Clean all baseboards.
 - c. Clean/vacuum all vents, diffusers, and registers.
 - d. Clean all elevator walls and both sides of elevator doors.
 - e. Clean all glass surfaces, other than windows.
- 2.9.4 **QUARTERLY:** The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10.
- a. Clean both sides of all interior windows.
 - b. Thoroughly machine scrub all hard surface floor areas removing all scuffs and black marks.
 - c. Apply two (2) coats of skid-proof wax floor finish to vinyl composition tile (VCT) or terrazzo hard surface floors as directed by the state agency.
- 2.9.5 **SEMI-ANNUALLY:** The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10th of the month. The first performance of each task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing one of more of the following tasks for the first six months of the original contract period only.
- a. Deep clean all carpet via wet extraction method. The contractor must notify the state agency at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the state agency.
 - b. Strip and refinish with five (5) coats of skid-proof wax all vinyl composition tile (VCT) or terrazzo hard surface floors as directed by the state agency.
 - c. Dust all pipes and ductwork within a 12-foot reach.
- 2.10 Expanded Schedule Requirements - State Public Health Laboratory:** In addition to the Expanded Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the State Public Health Laboratory, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the requirements listed below. However, all tasks stated below referencing Attachment 2 shall supersede all equivalent tasks referenced in the Expanded Schedule Service Requirements.
- 2.10.1 The contractor shall perform all tasks between the hours of 8:00 a.m. and 5:00 p.m.

2.10.2 The contractor shall be assigned a janitorial closet on each of the five (5) floors of the building. The contractor shall utilize one of the janitorial closets to store all janitorial equipment, materials, and supplies necessary for providing janitorial services. However in order to avoid cross contamination, all janitorial closets on each of the five (5) floors shall be supplied with a wet mop, mop bucket, and a dust mop to be used for that particular floor.

2.10.3 WEEKLY: The contractor shall perform the following weekly tasks one (1) time per week.

- a. High speed buff or burnish all “sheet flooring” and terrazzo hard surface floors according to the manufacturer’s recommendations detailed in Attachment 2.
- b. Remove cobwebs from ground level exterior windows.
- c. Machine scrub concrete flooring in interior dock.

Revised by Amendment 001

2.10.4 MONTHLY: The contractor shall perform the following tasks at least once every month. The contractor must perform the listed tasks between the hours of 5:00 pm and 12:00 am on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency, and shall be accompanied by a state agency employee while performing these tasks.

- a. Clean the carpeted entrances via wet extraction method.
- b. Machine scrub all “sheet flooring” and terrazzo hard surface floors according to manufacturer recommendations detailed in Attachment 2.
- c. Apply two (2) coats of skid-proof wax floor finish to “sheet flooring” and terrazzo hard surface floors according to manufacturer recommendations detailed in Attachment 2.

Revised by Amendment 001

2.10.5 ANNUALLY: The contractor must perform the tasks listed below within the first sixty (60) days of the effective date of the contract, and then one (1) time per year thereafter, by the 10th working day of October. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing one or more of the following tasks for the original contract period only. The contractor must perform the listed tasks between the hours of 5:00 pm and 12:00 am on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency, and shall be accompanied by a state agency employee while performing these tasks.

- a. Strip and refinish all “sheet flooring” and terrazzo hard surface floors according to manufacturer’s recommendations detailed in Attachment 2.
- b. Strip stainless steel in elevators and restroom partition walls as directed by the state agency.

2.10.6 DAILY RESTROOM REQUIREMENTS: The contractor shall perform the following task on a daily basis.

- a. Clean shower stalls and remove soap scum.

2.10.7 Personnel Requirements:

- a. The contractor shall provide two personnel to perform uninterrupted janitorial upkeep of the building, Monday through Friday, from 8:00 a.m. to 5:00 p.m., with a one hour staggered lunch break. One of the contractor’s personnel shall be assigned as the Working Supervisor.

- b. In addition, the contractor shall also provide one person to perform uninterrupted janitorial upkeep of the building, Monday through Friday from 1:00 p.m. to 5:00 p.m. The contractor shall agree and understand that state agency staff shall advise the contractor's personnel of the specific duties that are necessary as the situation arises; however, the contractor's personnel shall perform all duties as required by the contract and any contingent and/or miscellaneous janitorial duties requested by the state agency.

2.10.8 Working Supervisor - The contractor shall provide a Working Supervisor who shall be located on-site between the hours of 8:00 a.m. and 5:00 p.m. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the State Public Health Laboratory. At a minimum, the contractor's Working Supervisor shall:

- a. Perform any service requirement tasks as stated herein.
- b. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- c. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- d. Train and assign duties for the contractor's personnel as necessary.
- e. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
- f. Ensure that the reports are submitted as required and as needed.
- g. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
- h. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

2.10.9 The state agency shall provide the contractor with a two-way radio to allow the state agency to contact the contractor's personnel while providing services during the assigned hours. However, the contractor should also provide personnel with communications equipment to be used in the event the two-way radio malfunctions.

2.11 Expanded Schedule Requirements - Employment Security Building: In addition to the Expanded Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the Employment Security Building, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the following requirements:

2.11.1 The contractor shall perform all tasks between the hours of 5:30 p.m. and 12:00 a.m.

Added by Amendment 001 and revised all subsequent paragraph numbering

2.11.2 DAILY: The contractor shall perform the following daily task on a daily basis:

- a. Clean and wipe with a damp cloth all cafeteria area tables, disposing of all trash.

2.11.3 WEEKLY: The contractor shall perform the following weekly tasks one (1) time per week.

- a. High speed buff or burnish cafeteria seating area vinyl composite tile (VCT) floors.
- b. Machine scrub the trash room floor.

c. Wash trash carts.

2.11.4 SEMI-ANNUALLY: The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10th of the month. The first performance of each task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing one of more of the following tasks for the first six months of the original contract period only.

a. Scrub computer area floors with a low speed buffer, using a spray bottle with all purpose cleaner, spray two (2) tiles at a time and scrub with machine. Scrub approximately twenty (20) tiles then mop up all water. Do not saturate floor. Continue procedure until all floors are completed.

b. Replace mats when necessary.

2.11.5 Day Porter/Matron Requirements – The contractor shall provide two (2) Day Porters/Matrons, preferably one porter and one matron, who must be on-site at the building from 7:00 a.m. to 4:00 p.m. and 8:00 a.m. to 5:00 p.m., with one (1) hour staggered lunch breaks, every Monday through Friday. The contractor's Day Porter/Matron shall be responsible for the janitorial upkeep of the building during the assigned hours. The contractor shall agree and understand that state agency staff shall advise the contractor's Day Porter/Matron of the specific duties that are necessary as the situation arises; however, the contractor's Day Porter/Matron shall perform, but not limited to, the following duties:

a. Wipe down and spot clean restrooms.

b. Replenish restroom supplies.

c. Clean both sides of all entrance door glass; clean door glass frames and accompanying glass panels including entrance overhang, transoms (inside and outside), removing all fingerprints, cobwebs and dirt.

d. Sift and remove cigarette butts from all smoking receptacles outside the building. Replace when it becomes discolored.

e. Sweep, dust mop, and damp mop various floors.

f. Clean outdoor tables, remove all trash, and sweep sidewalks for thirty feet (30') from all entrances/exits of the building.

g. Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.

Revised by Amendment 001

2.11.6 Non-Working Supervisor - The contractor shall provide a Non-Working Supervisor who shall be located on-site between the hours of 5:30 p.m. and 12:00 a.m. The supervisor should have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the Employment Security Building. At a minimum, the contractor's supervisor shall:

a. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.

b. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.

- c. Train and assign duties for the contractor's personnel as necessary.
 - d. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
 - e. Ensure that the reports are submitted as required and as needed.
 - f. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
 - g. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.
- 2.11.7 The state agency shall provide the contractor with a two-way radio to allow the state agency to contact the Day Porters/Matrons while providing services during the assigned hours. However, the contractor should also provide both Day Porters/Matrons with communication equipment to be used in the event the two-way radio malfunctions.
- 2.12 Expanded Schedule Requirements - Jefferson State Office Building:** In addition to the Expanded Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the Jefferson State Building, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the following requirements:
- 2.12.1 Unless otherwise stated herein, the contractor shall provide all tasks during the hours of 5:30 p.m. and 12:00 a.m.
- 2.12.2 DAILY: The contractor shall perform the following tasks on a daily basis.
- a. Wash and scrub exterior plaza after inclement weather ends as directed by state agency.
 - b. Maintain the elevator brass fixtures.
- 2.12.3 MONTHLY: The contractor shall perform the following task at least once each month.
- a. Clean all carpeted traffic lanes via wet extraction method.
- 2.12.4 QUARTERLY: The contractor must perform the quarterly task listed below every quarter prior to January 10, April 10, July 10, and October 10.
- a. Strip and polish stainless steel on elevator doors as directed by state agency.
- 2.12.5 DAILY RESTROOM REQUIREMENT: The contractor shall perform the following task on a daily basis.
- a. Clean shower stalls and remove soap scum.
- 2.12.6 Day Porter/Matron Requirements – Unless otherwise approved by the state agency, the contractor shall provide two (2) Day Porters/Matrons who must be on-site at the building and shall be responsible for the janitorial upkeep of the building.
- a. Unless otherwise approved by the state agency, one of the Day Porter's/Matron's assigned hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday and the other Day Porter's/Matron's assigned work hours shall be from 7:30 a.m. to 4:30 p.m., Monday through Friday with a one (1) hour staggered lunch break.

- b. The contractor shall agree and understand that state agency staff shall advise the contractor's Day Porter/Matron of the specific duties that are necessary as the situation arises; however, the contractor's Day Porter/Matron shall perform, but not limited to, the following duties:

- 1) Wipe down and spot clean restrooms.
- 2) Sweep and mop dock/recycle room daily as needed.
- 3) Remove trash and debris from perimeter of the building including the dock and parking lot 5.
- 4) Sweep and clean balconies and accompanying vestibules.
- 5) Replenish restroom supplies.
- 6) Clean entrance glass.
- 7) Remove cigarette butts from ash urns.
- 8) Sweep, dust mop, and damp mop various floors.
- 9) Wash trash carts weekly.
- 10) Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.

2.12.7 Lockout Areas – The following four areas are considered “lockout areas”. The contractor shall provide the monthly, bi-monthly, quarterly, semi-annual, and annual tasks for the lockout areas as directed by the state agency, during the hours of 5:30 p.m. and 12:00 a.m. and shall be accompanied by a state agency employee while performing these tasks. The contractor's Day Porters/Matrons shall provide all required daily and weekly tasks in the lockout areas during the hours specified below:

- a. The Child Support Enforcement Office located on the first floor (approximately 14,449 square feet) between 2:00 p.m. and 4:00 p.m.
- b. The Department of Elementary and Secondary Education office area located on the second floor (approximately 2,164 square feet) between 2:00 p.m. and 2:30 p.m.
- c. The Department of Elementary and Secondary Education mail room area located on the first floor (approximately 271 square feet) between 2:30 p.m. and 3:00 p.m.
- d. The Office of Administration, Division of Facilities Management, Design and Construction dock office (approximately 343 square feet) between 2:30 p.m. and 3:00 p.m.

Revised by Amendment 001

2.12.8 Non-Working Supervisor – The contractor shall provide a Non-Working Supervisor who shall be located on-site between the hours of 5:30 p.m. and 12:00 a.m. The Non-Working Supervisor should have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the Jefferson State Office Building. At a minimum, the contractor's Non-Working Supervisor shall:

- a. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- b. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.

- c. Train and assign duties for the contractor's personnel as necessary.
- d. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
- e. Ensure that the reports are submitted as required and as needed.
- f. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
- g. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

2.12.9 The state agency shall provide the contractor with a two-way radio to allow the state agency to contact the Day Porters/Matrons while providing services during the assigned hours. However, the contractor should also provide both Day Porters/Matrons with communication equipment to be used in the event the two-way radio malfunctions.

2.13 Expanded Schedule Requirements - Department of Labor and Industrial Relations (DOLIR) Building: In addition to the Expanded Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the DOLIR Building, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the following requirements:

2.13.1 The contractor shall perform all tasks between the hours of 5:30 p.m. and 12:00 a.m.

2.13.2 DAILY: The contractor shall perform the following task on a daily basis.

- a. Replace mats when necessary.

2.13.3 BI-WEEKLY: The contractor shall perform the following tasks at least once every other week.

- a. Buff cafeteria seating area vinyl composite tile (VCT) floors.
- b. Machine scrub hard surface flooring throughout the main floor entrance and lobbies.

2.13.4 MONTHLY: The contractor shall perform the following task at least once each month.

- a. Clean carpets in second floor hallways via wet extraction method.

2.13.5 SEMI-ANNUALLY: The contractor must perform the semi-annual task listed below every six months in April and again in October prior to the 10th of the month. The first performance of the task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing the following task for the first six months of the original contract period only.

- a. Thoroughly wash both sides of all exterior windows (approximately 250 window panels), including frames and mullions, to maintain a satisfactory appearance.

2.13.6 Day Porter/Matron Requirements – The contractor shall provide one (1) Day Porter/Matron who shall perform the janitorial upkeep of the building from 1:00 p.m. to 5:00 p.m., Monday through Friday. The contractor shall agree and understand that state agency staff shall advise the contractor's Day Porter/Matron of the specific duties that are necessary as the situation arises; however, the contractor's Day Porter/Matron shall perform, but not limited to, the duties listed below.

- a. Wipe down and spot clean restrooms.

- b. Replenish restroom supplies.
- c. Clean entrance glass.
- d. Remove cigarette butts from ash urns.
- e. Sweep, dust mop, and damp mop various floors.
- f. Clean various areas (e.g. dock, bay area, and around trash/recycle container staging areas, etc.) weekly;
- g. Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.

2.13.7 Working Supervisor - The contractor shall provide a Working Supervisor who shall be located on-site between the hours of 5:30 p.m. and 12:00 a.m. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the DOLIR Building. At a minimum, the contractor's Working Supervisor shall:

- a. Perform any service requirement tasks as stated herein.
- b. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- c. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- d. Train and assign duties for the contractor's personnel as necessary.
- e. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
- f. Ensure that the reports are submitted as required and as needed.
- g. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
- h. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

2.13.8 The contractor shall provide the Day Porter/Matron with communication equipment to be used for contact by the state agency.

2.14 Expanded Schedule Requirements - Feed/Seed Laboratory: In addition to the Expanded Schedule Service Requirements listed herein, the contractor shall provide janitorial services at the Feed/Seed Laboratory, if awarded a contract for such building as specified in the Notice of Award section of the contract, in accordance with the following requirements:

2.14.1 The contractor shall perform all tasks between the hours of 5:30 p.m. and 12:00 a.m.

2.14.2 DAILY: The contractor shall perform the following task on a daily basis.

- a. Replace mats when necessary.

2.14.3 **QUARTERLY:** The contractor must perform the quarterly task listed below every quarter prior to January 10, April 10, July 10, and October 10.

- a. Clean carpet in second floor hallway via wet extraction method.

2.14.4 **SEMI-ANNUALLY:** The contractor must perform the semi-annual task listed below every six months in April and again in October prior to the 10th of the month. The first performance of the task must be within the first sixty (60) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing the following task for the first six months of the original contract period only.

- a. Thoroughly wash both sides of all exterior windows, including frames and mullions, to maintain a satisfactory appearance.

2.14.5 **Working Supervisor -** The contractor shall provide a Working Supervisor who shall be located on-site between the hours of 5:30 p.m. and 12:00 a.m. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the Feed/Seed Laboratory. At a minimum, the contractor's Working Supervisor shall:

- a. Perform any service requirement tasks as stated herein.
- b. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- c. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- d. Train and assign duties for the contractor's personnel as necessary.
- e. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
- f. Ensure that the reports are submitted as required and as needed.
- g. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
- h. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

2.15 Restroom Requirements: In addition to the Basic or Expanded Schedule Service Requirements listed herein (as required by the state agency), the contractor shall clean and disinfect all restrooms located in the building(s) at the frequency specified. For purposes of restroom requirements, "*clean*" shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a "*hospital*" grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.

2.15.1 **DAILY:** The contractor shall perform the following tasks on a daily basis.

- a. Clean all surfaces of all restrooms located in the building.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, and the walls around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes, and fittings.
- d. Wet mop all restroom floors using a disinfectant.

- e. Clean stall partitions, doors, door frames, and push plates (all sides).
- f. Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily.
- h. Restock dispensers to normal limits (soap, toilet tissue, paper towels, toilet seat covers).
- i. Remove spots, stains, scuffmarks, and finger and handprints.
- j. Report all damage.

2.15.2 **WEEKLY**: The contractor shall perform the following weekly tasks one (1) time per week.

- a. Clean air diffusers in all restrooms.
- b. Pour five (5) gallons of water down each floor drain.
- c. Spot clean exposed pipes.

2.15.3 **MONTHLY**: One (1) time per month, within the first ten (10) consecutive workdays of each month, the contractor must perform the monthly tasks listed below.

- a. Clean and disinfect all walls.
- b. Machine scrub all restroom floors.

2.16 Supplemental Service Requirements: The contractor shall perform any of the following supplemental services at the request of the state agency. Any such supplemental services requested shall be **in addition** to the services specified herein. The decision as to when a supplemental service is required shall rest solely with the state agency.

2.16.1 Additional Carpet Cleaning – The contractor shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by the state agency.

2.16.2 Additional Vinyl Composite Tile (VCT) Floor Cleaning – The contractor shall perform additional stripping and refinishing services for VCT flooring as the necessity arises as determined and instructed by the state agency.

2.16.3 Deep Cleaning of Upholstered Furniture – The contractor shall perform deep cleaning services for any of the listed upholstered furniture as the necessity arises as determined and instructed by the state agency:

- a. Manager's Chair
- b. Side Chair (upholstered without arm upholstering) – The state agency should assure a minimum of ten (10) chairs prior to submitting request.
- c. Sofa

2.16.4 Construction Clean-up – Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by the state agency.

2.16.5 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.

2.17 Personnel Requirements:

- 2.17.1 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.
- 2.17.2 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- 2.17.3 The contractor, or the contractor's personnel designated as a representative of the contractor, must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency regarding the janitorial services.
- a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
 - b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency with the name, address, and telephone number for the contractor contact person.
- 2.17.4 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- 2.17.5 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.17.6 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor, and have a visible picture ID tag at all times.
- 2.17.7 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency.
- 2.17.8 The contractor's personnel shall not loiter in the building nor smoke anywhere in the building, including any interior loading dock area.
- 2.17.9 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the building.

2.18 Security Requirements: In addition to the Basic or Expanded Schedule Service Requirements listed herein (as required by the state agency), the contractor shall comply with the Security Requirements as stated below:

- 2.18.1 The contractor shall prevent all unauthorized persons from entering the building and shall keep the building locked while the contractor and the contractor's personnel are on the premises.
- 2.18.2 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency instructions in order to protect the security of the building.

- 2.18.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.
- a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the state agency within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
 - b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the state agency. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
- 2.18.4 The contractor and each of the contractor's personnel assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from the State Highway Patrol.
- a. Prior to the effective date of the contract and assignment of any new person to provide services under the contract, the contractor shall provide the state agency with the following:
 - 1) A copy of the security clearance information obtained from the State Highway Patrol for each person assigned to the building,
 - 2) A completed Authorization for Release of Information Form (Attachment #1) individually signed by the contractor and each person assigned to the building.
 - b. In the event that the Division of Probation and Parole is a tenant of the state agency, the contractor must comply with the following:
 - 1) The contractor shall cooperate with the Division of Probation and Parole in obtaining the required national fingerprint-based record's check for the contractor's personnel from the Missouri State Highway Patrol.
 - 2) All results of the national fingerprint-based record's check will be disseminated by the Missouri State Highway Patrol directly to the Division of Probation and Parole's Central Office.
 - 3) All costs associated with obtaining the fingerprint-based record checks will be the responsibility of the Division of Probation and Parole.
 - 4) An informational brochure on how to obtain a national fingerprint-based record's check is available on the Missouri Highway Patrol's website at: www.mshp.dps.mo.gov and clicking on the "Criminal Records Check" link at the top of the page.
- 2.18.5 The state agency shall have the right to deny access to the building to any of the contractor's personnel for any reason.

2.19 Reporting Requirements:

- 2.19.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the state agency in writing of the anticipated beginning and completion date for each task required. The contractor must follow-up with a written notice of the satisfactory completion

thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the “*task schedule notice*”.

- 2.19.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor’s personnel from performing the contractual service. The daily log shall remain at the building at a mutually agreed to location accessible to both the contractor and the state agency. The daily log shall become the property of the State of Missouri.

2.20 Payment and Invoicing Requirements:

- 2.20.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
 - b. The contractor must submit invoices on the contractor’s original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri’s EFT addendum record to enable the contractor to properly apply the state agency’s payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri’s central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.
- 2.20.2 Invoicing - The contractor shall submit a monthly invoice to the “bill to” address as specified on the purchase order for general and building specific services actually provided to the state agency.
- a. The contractor must include the number of square feet cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, the contract number, the building location, and the dates of service on each monthly invoice.
 - b. Unless otherwise specified by the state agency, the contractor shall submit invoices for Supplemental Services to the Tenant State Department/Division specified by the state agency.
- 2.20.3 Payment - The contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for the total cleanable square footage for each building for janitorial services actually provided, subject to the assessment of any liquidated damages as specified herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.
- 2.20.4 If any of the Supplemental Services as specified herein were required and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the Pricing Page for the type of Supplement Service performed.
- 2.20.5 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.21 Contractual Compliance and Liquidated Damages:

- 2.21.1 Because the contractor was familiar with the building and the conditions that existed prior to award of the contract, the contractor shall not be relieved of responsibility for performance under the contract for any reason whatsoever.
- 2.21.2 Contract Monitoring - The state agency shall monitor the contract throughout the effective period of the contract to ensure contractual compliance. If there are reported concerns related to the performance of services by the contractor or the contractor's personnel, if the contractor's performance does not meet the requirements stated herein, or if the contractor's services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the contractor shall be considered in breach of contract and subject to the remedies available to the State of Missouri, including charging the contractor any of the liquidated damages described in the Liquidated Damages paragraphs below and/or contract cancellation (as described in the Cancellation of Contract provisions included in the attached Terms and Conditions). The contractor shall understand and agree that the state agency shall be the final judge as to what constitutes a substandard, deficient, or incomplete service or other performance concern as stated herein. Any such determination by the state agency shall be final and without recourse.
- 2.21.3 Liquidated Damages - The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. For each task required herein that is not performed by the contractor or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and by observation of the state agency, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:

1) Daily Requirement	\$2.50 per task
2) Twice Weekly Requirement	\$5.00 per task
3) Thrice Weekly Requirement	\$6.00 per task
4) Weekly Requirement	\$7.50 per task
5) Bi-Weekly Requirement	\$8.50 per task
6) Monthly Requirement	\$10.00 per task
7) Bi-Monthly Requirement	\$13.00 per task
8) Quarterly Requirement	\$15.00 per task
9) Semi-Annual Requirement	\$20.00 per task
10) Annual Requirement	\$25.00 per task
 - b. Furthermore, the contractor must respond to any contact from the state agency regarding substandard, deficient, or incomplete service within twenty-four (24) hours following notification of such problems. The contractor must correct the problem within a reasonable period of time after notification. The contractor shall understand and agree that the state agency shall be the final judge as to what shall be considered as a reasonable amount of time. In the event the contractor fails to respond to the state agency within twenty-four (24) hours or in the event the contractor fails to correct the problem within a reasonable amount of time, the contractor shall pay liquidated damages to the state agency in accordance with one of the following calculations:
 - 1) If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the total cost charged by such company to perform the service.
 - 2) If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the actual costs

incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who performed the service and shall include material costs, etc.

- c. For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall pay the state agency liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:
 - 1) Security Clearance documentation
 - 2) Task Schedule Notice
 - 3) Daily Log
 - 4) Material Safety Data Sheets
 - 5) Response to any contact from the state agency regarding substandard, deficient, or incomplete service
- d. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building through negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor shall pay damages to the state agency in the actual amount of such loss.
- e. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- f. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- g. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.21.4 If, as a result of contract monitoring, the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor by the state agency of the determination of high-risk and of any special conditions or restrictions to be imposed.

2.22 Other Contractual Requirements:

2.22.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to

the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.22.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.22.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.22.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.22.5 Upon expiration, termination, or cancellation of the contract, any equipment or supplies abandoned by the contractor for a period exceeding thirty (30) days, shall become the property of the state agency.
- 2.22.6 Transition:
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) Such assistance shall include completing of all daily requirements on the last effective day of the contract including restocking of all dispensers to normal limits.

- 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) days calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.22.7 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.22.8 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

2.22.9 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section, 285.530 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo) if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530 RSMo and
 - 2) Shall not henceforth be in such violation and
 - 3) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.22.10 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.22.11 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.22.12 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.22.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.22.14 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.22.15 Confidentiality:

- a. In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.
- b. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- c. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.22.16 Contractor Equipment Use:

- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.22.17 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.23 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraph shall apply:

2.23.1 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.24 Business Associate Provisions:

2.24.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic

and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - 3) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 6) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 7) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - 8) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - 9) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

2.24.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

2.24.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the

contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.

- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

2.24.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

2.24.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

2.24.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP
- 3.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- 3.1.3 Open Records - Pursuant to Section RSMo 610.021, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
- a. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - b. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 The offeror should include completed copies of each Exhibit and any other requested or required information with the proposal. The offeror is cautioned that it is the offeror’s sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may adversely affect the proposal.
- a. The proposal should be page numbered.
 - b. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 3.1.5 Questions Regarding the RFP - The offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
 - b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. The offeror is advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
 - c. The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

- 3.2 Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct

negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.
- 3.3 Evaluation Process** – Proposals will be reviewed to determine if the proposal complies with the mandatory requirements and to determine the lowest responsible and reliable offeror.
- 3.3.1 Separate evaluations shall be conducted for each building. An additional, separate evaluation shall be conducted of those offerors proposing all of the buildings.
- 3.3.2 Low Proposal Determination – After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the cost evaluation shall be performed using the criteria stated below:
- a. Basic Schedule Janitorial Services Cost 170 points
 - b. Expanded Schedule Janitorial Services Cost 20 points
 - c. Supplemental Services Cost 10 points
- 3.3.3 **Basic Schedule Janitorial Services** - The objective evaluation of cost shall be based upon a total annual cost determined using the prices stated for Janitorial Services on the Pricing Page for the original contract period and each potential renewal period for each building, and the total square footage amount for each building as listed in the Background Information section of the RFP.
- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:
- $$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \begin{matrix} \text{Maximum Cost} \\ \text{Evaluation} \\ \text{points (170)} \end{matrix} = \begin{matrix} \text{Assigned Cost} \\ \text{Points} \end{matrix}$$
- 3.3.4 **Expanded Schedule Janitorial Services** - The objective evaluation of cost shall be based upon a total annual cost determined using the prices stated for Janitorial Services on the Pricing Page for the original contract period and each potential renewal period for each building, and the total square footage amount for each building as listed in the Background Information section of the RFP.
- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \begin{matrix} \text{Maximum Cost} \\ \text{Evaluation} \\ \text{points (20)} \end{matrix} = \begin{matrix} \text{Assigned Cost} \\ \text{Points} \end{matrix}$$

3.3.5 **Supplemental Services** - The objective evaluation of cost shall be based upon a total annual cost determined using the prices stated for Supplemental Services on the Pricing Page for the original contract period and each potential renewal period and the quantities listed below for supplemental services. The supplemental services will be evaluated for a one time per year occurrence.

a. Quantities:

- 1) Additional carpet cleaning of 5,000 sq. ft of carpet;
- 2) Additional stripping and refinishing of 5,000 sq. ft. of vinyl flooring;
- 3) Additional professional cleaning of upholstered furniture for 10 manager's chairs;
- 4) Additional professional cleaning of upholstered furniture for 10 side chairs;
- 5) Additional professional cleaning of upholstered furniture for 10 sofas;
- 6) One-time construction clean-up of 10,000 sq. ft.;
- 7) On-going construction clean-up of 10,000 sq. ft.
- 8) Additional personnel for 100 hours.

b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (10)}}{1} = \text{Assigned Cost Points}$$

3.3.6 The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.3.7 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:

- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The offeror must provide the following information with the proposal:

- ✓ Participation Commitment - The offeror must complete Exhibit A, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
- ✓ Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit A; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
- d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit A, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

3.3.8 Responsible and Reliability Determination - The offeror should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the offeror. Failure of the offeror to submit sufficient information to document that the offeror is responsive and responsible may adversely affect the proposal.

- a. Responsibility and Reliability in Experiences:
 - 1) The offeror should complete Exhibit C with information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
 - 2) If references for current and/or previous contracts are not identified in the proposal, the Division of Purchasing and Materials Management may request that the offeror identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the offeror to identify one or more references may result in the proposal being rejected.
- b. Familiarity with the Building(s) – An offeror's familiarity with the building(s) is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on Exhibit D, the offeror should document a thorough knowledge of the building(s) based on either (1) the

offeror's attendance at a tour, or (2) through other knowledge of the building(s) gained from some other means.

- 1) The state agency will provide the Division of Purchasing and Materials Management with the attendance record documenting all offerors who attended the scheduled tour.
- 2) If the offeror did not attend the scheduled tour, the offeror must provide relevant information regarding the offeror's familiarity with the physical layout, condition, etc. of the building(s). The offeror is advised that neither the review of building floor plans nor an independent public viewing gives an accurate account or knowledge of the building(s) for janitorial purposes. Therefore, the offeror should not assume that such a review makes an offeror familiar with the building(s).

3.4 Miscellaneous Submittal Information:

- 3.4.1 Missouri Service-Disabled Veteran Business Preference - Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit E, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.
- 3.4.2 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.
- 3.4.3 The offeror should complete and submit Exhibit D, Miscellaneous Information.
- 3.4.4 Debarment Certification – The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., Exhibit H with the bid. This document must be satisfactorily completed prior to award of the contract.
- 3.4.5 The offeror should complete and submit Exhibit G, Janitorial Business Plan with the price per square foot equal to the prices quoted on the Pricing Page for the Basic Schedule and the Expanded Schedule, for each building and/or all buildings where services are proposed.
- 3.4.6 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)

- f. Insurance (e.g., worker's compensation/unemployment compensation)

3.5 Contract Award:

- 3.5.1 Final Determination - Any proposal which does not comply with the mandatory requirements of the RFP will not be considered for an award. In addition, the State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the offeror within the past five (5) years, and/or (2) inability of the offeror to document responsible and reliable past performance of janitorial services similar to the services required herein, particularly provided in a similar sized building for a period of not less than twelve consecutive months, and/or (3) failure by the offeror to demonstrate familiarity with the physical layout and condition of the building, and/or (4) failure of the offeror to provide a reference(s).
- 3.5.2 The contract will be awarded to the lowest responsive and responsible offeror determined as specified herein.

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- 3.5.3 Upon determination of the "lowest responsible and reliable" offeror for each evaluation, the State of Missouri shall make a managerial decision to either (1) award contracts to the combination of offerors determined to be the "lowest responsible and reliable" based on the individual evaluations of each building, or (2) award a contract to the offeror determined to be the "lowest responsible and reliable" based on the evaluation of all the buildings. Although the State would prefer a single contract award for all the buildings, the state has the right to award separate contracts for each building. The State of Missouri shall be solely responsible for such decision and such decision shall be final and without recourse.

4. PRICING PAGE

Due to extreme constraints in the State of Missouri budget, the offerors shall note that two schedules of requirements are included in this RFP. Differences between the Basic Schedule and the Expanded Schedule include the frequencies of which tasks are completed. Thus the State of Missouri expects costs commensurate with the differences in scope. The offeror shall provide per square foot, per month pricing for both the Basic Schedule and the Expanded Schedule.

The offeror may propose one, more, or all of the buildings identified herein. If the offeror is proposing all five buildings and wants to be considered for a contract award for each individual building, as well as for all five buildings, the offeror should provide pricing for the individual buildings as well as a total pricing for all five buildings.

- 4.1 Janitorial Services for the Basic Schedule** – For each building which the offeror is proposing to provide janitorial services, the offeror shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing janitorial services in accordance with the provisions and requirements specified herein. With the exception of the Supplemental Services, all costs associated with providing Janitorial Services shall be included in the stated prices.

Line Item	Description <i>C/S Code: 91039</i>	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
001	Basic Schedule: Janitorial Services for State Public Health Laboratory	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month
002	Basic Schedule: Janitorial Services for Employment Security Building	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month
003	Basic Schedule: Janitorial Services for Jefferson State Office Building	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month
004	Basic Schedule: Janitorial Services for DOLIR Building	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month
005	Basic Schedule: Janitorial Services for Feed/Seed Laboratory	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month

PRICING PAGE (Continued)

- 4.2 Janitorial Services for the Basic Schedule (All Five Buildings)** – If the offeror is proposing services for all buildings, the offeror shall provide a firm, fixed price for the following for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description C/S Code: 91039	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
006	Basic Schedule: Janitorial Services for all five (5) State Owned Buildings as mentioned herein.	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month

- 4.3 Janitorial Services for the Expanded Schedule** - For each building which the offeror is proposing to provide janitorial services, the offeror shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing janitorial services in accordance with the provisions and requirements specified herein. With the exception of the Supplemental Services, all costs associated with providing Janitorial Services shall be included in the stated prices.

Line Item	Description C/S Code: 91039	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
007	Expanded Schedule: Janitorial Services for State Public Health Laboratory	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month
008	Expanded Schedule: Janitorial Services for Employment Security Building	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month
009	Expanded Schedule: Janitorial Services for Jefferson State Office Building	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month
010	Expanded Schedule: Janitorial Services for DOLIR Building	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month
011	Expanded Schedule: Janitorial Services for Feed/Seed Laboratory	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot per month

PRICING PAGE (Continued)

- 4.4 Janitorial Services for the Expanded Schedule (All Five Buildings)** – If the offeror is proposing services for all buildings, the offeror shall provide a firm, fixed price for the following for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description <i>C/S Code: 91039</i>	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
012	Expanded Schedule: Janitorial Services for all five (5) State Owned Buildings as mentioned herein.	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot, per month

- 4.5 Supplemental Service:** The offeror shall state a firm, fixed price for the original contract period and a maximum price for each potential renewal period for each of the following Supplemental Services provided in accordance with the provisions and requirements specified herein. All cost associated with providing the required services shall be included in the stated prices.

Line Item	Description <i>C/S Code: 91039</i>	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
For cleaning carpet in addition to that required herein:				
013	Deep clean carpet/water extraction	\$ _____ per square foot,	\$ _____ per square foot,	\$ _____ per square foot,
Cleaning Hard Flooring in addition to that required herein:				
014	Stripping and Waxing of Vinyl Composition Tile (VCT) flooring	\$ _____ per square foot,	\$ _____ per square foot,	\$ _____ per square foot,
For professional deep cleaning of upholstered furniture in addition to that required herein:				
015	Manager's Chair	\$ _____ per chair	\$ _____ per chair	\$ _____ per chair
016	Side Chair (upholstered without chair arm upholstery)	\$ _____ per chair	\$ _____ per chair	\$ _____ per chair
017	Sofa	\$ _____ per sofa	\$ _____ per sofa	\$ _____ per sofa

For Construction Clean-up Services:				
018	One time Construction Clean-up	\$ _____ per sq ft	\$ _____ per sq ft	\$ _____ per sq ft
019	Ongoing Construction Clean-up	\$ _____ per sq ft	\$ _____ per sq ft	\$ _____ per sq ft
For Additional Per Hour Janitorial Services:				
020	Additional Janitorial Personnel	\$ _____ per hour, per person	\$ _____ per hour, per person	\$ _____ per hour, per person

EXHIBIT A**PARTICIPATION COMMITMENT**

Organization for the Blind/Sheltered Workshop Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop, the offeror must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the offeror commits to use of the organization at the greater of either \$5,000 or 2% of the total dollar value of contract	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
Janitorial Services for: State Public Health Laboratory 101 North Chestnut Street, Jefferson City, Missouri	
Janitorial Services for: Employment Security Buildings 421 East Dunklin Street and 620 Adams Street, Jefferson City, Missouri	
Janitorial Services for: Jefferson State Office Building 205 Jefferson Street, Jefferson City, Missouri	
Janitorial Services for: DOLIR Building 3315 West Truman Boulevard, Jefferson City, Missouri	
Janitorial Services for: Feed/Seed Laboratory 115 Constitution Drive, Jefferson City, Missouri	
Janitorial Services for: All Five Buildings Identified Herein	

EXHIBIT B**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____ Organization for the Blind

_____ Sheltered Workshop

Name of Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

_____ or _____
 _____ % of Total Value of Contract
 _____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT C**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's prior experience similar to the services required. The offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For):	
Name and Address of Reference Company:	
Name, Title, Telephone Number, and Email Address of Reference Contact Person:	
Dates of Service:	
If contract has terminated, specify reason:	
Annual Dollar Value of Services	
Description of the Building (e.g. office bldg, warehouse, doctor's office, etc.) and Number of People Occupying the Building	
Square Footage of the Building	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including <ul style="list-style-type: none"> • Whether the Offeror Provided the Cleaning Equipment/Supplies and Chemicals • Whether the Offeror Performed the Carpet Cleaning • Whether a Day Porter/Matron was Provided 	Carpet Cleaning Provided: _____ Yes _____ No.

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT D**MISCELLANEOUS INFORMATION**

Familiarity with the Building: The offeror should document a thorough knowledge of the building(s) based on either (1) the offeror's attendance at the scheduled tour, or (2) through other knowledge of the building gained from some other means.

I attended the scheduled tour for the following buildings:

The offeror's attendance at the tour shall be verified by the attendance record.

- _____ State Public Health Laboratory
- _____ Employment Security Building
- _____ Jefferson State Office Building
- _____ DOLIR Building
- _____ Feed/Seed Laboratory

I did not attend the scheduled tour for the following buildings:

- _____ State Public Health Laboratory
- _____ Employment Security Building
- _____ Jefferson State Office Building
- _____ DOLIR Building
- _____ Feed/Seed Laboratory

The offeror should provide relevant information regarding their familiarity with the physical layout, condition, etc., of the building(s). The offeror is advised that neither the review of building floor plans nor an independent public viewing gives an accurate account of knowledge of the building(s) for janitorial purposes.

Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

EXHIBIT D CONTINUED

Employee Bidding/Conflict of Interest: Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

EXHIBIT E**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information**Business Information**

 Service-Disabled Veteran's Name, (Please Print)

 Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran Business

EXHIBIT F
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm .
<u>BOX C:</u>	To be completed by a business entity who has already submitted documentation with a notarized date on or after September 1, 2009 , to a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT F, continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT F, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT F, continued**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

 Authorized Business Entity
 Representative's Name
 (Please Print)

 Authorized Business Entity
 Representative's Signature

 E-Verify MOU Company ID
 Number

 E-Mail Address

 Business Entity Name

 Date

Missouri State Agency or Public University* Name

Date of Submission _____

Bid/RFP/Contract No. (If known) _____

* Public University includes the following five schools:

- Harris-Stowe State University - St. Louis
- Missouri Southern State University - Joplin
- Missouri Western State University - St. Joseph
- Northwest Missouri State University – Maryville
- Southeast Missouri State University - Cape Girardeau

EXHIBIT G**JANITORIAL BUSINESS PLAN FOR THE BASIC SCHEDULE**

For each building that the offeror is proposing to provide janitorial services, the offeror should complete the following in sufficient detail for information regarding the services proposed.

BUDGET & PRICE ANALYSIS			
Personnel			
Personnel Title (i.e. each Supervisor, Day Porter/Matron, Floor Care, etc. listed separately)	Expected Time Required to complete tasks hours per month, per person	Expected Pay dollars per hour	Total Monthly Expenses per person
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Personnel Expenses			\$
Paper Products and Supplies			
Type of Paper Products and Supplies (trash liners, paper products, soaps & sanitizers, sand for ash trays, etc)	Expected Price per type of supplies per unit, i.e. cases, bottles, etc.	Expected Quantities needed per month in units	Total Monthly Expenses per type of supplies
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Paper Products and Supplies Expenses			\$

EXHIBIT G continued

Cleaning Supplies			
Type of Cleaning Supplies (All cleaning products necessary to perform the services required, including floor wax, stripper, glass cleaner, disinfectant, etc.)	Expected Price per type of supplies per unit, i.e. cases, bottles, etc.	Expected Quantities needed per month in units	Total Monthly Expenses per type of supplies
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Cleaning Supplies Expenses			\$
Miscellaneous			
Miscellaneous Expenses (Overhead, Profit Margin, Equipment Upkeep, Insurance, Taxes, etc.)			Total Monthly Misc. Expenses
			\$
			\$
			\$
			\$
			\$
Total Miscellaneous Expenses			\$
MONTHLY TOTAL			\$

Monthly Total / Total Sq Ft of Building = Price per Sq Ft per Month
(must equal the price quoted for the original contract period on the Pricing Page)

$$\frac{\$ \text{Monthly total}}{\text{Total Sq. Footage per Building(s)}} \text{ sq. ft.} = \$$$

EXHIBIT G**JANITORIAL BUSINESS PLAN FOR EXPANDED SCHEDULE**

For each building that the offeror is proposing to provide janitorial services, the offeror should complete the following in sufficient detail for information regarding the services proposed.

BUDGET & PRICE ANALYSIS			
Personnel			
Personnel Title (i.e. each Supervisor, Day Porter/Matron, Floor Care, etc. listed separately)	Expected Time Required to complete tasks hours per month, per person	Expected Pay dollars per hour	Total Monthly Expenses per person
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Personnel Expenses			\$
Paper Products and Supplies			
Type of Paper Products and Supplies (trash liners, paper products, soaps & sanitizers, sand for ash trays, etc)	Expected Price per type of supplies per unit, i.e. cases, bottles, etc.	Expected Quantities needed per month in units	Total Monthly Expenses per type of supplies
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Paper Products and Supplies Expenses			\$

EXHIBIT G continued

Cleaning Supplies			
Type of Cleaning Supplies (All cleaning products necessary to perform the services required, including floor wax, stripper, glass cleaner, disinfectant, etc.)	Expected Price per type of supplies per unit, i.e. cases, bottles, etc.	Expected Quantities needed per month in units	Total Monthly Expenses per type of supplies
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Cleaning Supplies Expenses			\$
Miscellaneous			
Miscellaneous Expenses (Overhead, Profit Margin, Equipment Upkeep, Insurance, Taxes, etc.)			Total Monthly Misc. Expenses
			\$
			\$
			\$
			\$
			\$
Total Miscellaneous Expenses			\$
MONTHLY TOTAL			\$

Monthly Total / Total Sq Ft of Building = Price per Sq Ft per Month
 (must equal the price quoted for the original contract period on the Pricing Page)

\$ _____ / _____ **sq. ft. = \$** _____
 Monthly total Total Sq. Footage per Building(s)

EXHIBIT H**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT #1

(DO NOT INCLUDE WITH PROPOSAL SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

OFFICE OF ADMINISTRATION,
DIVISION OF FACILITIES MANAGEMENT,
DESIGN & CONSTRUCTION

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, Design & Construction, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design & Construction, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

ATTACHMENT # 2**State Public Health Laboratory
Manufacturer's Recommendation's for Cleaning Hard Surface Floors****Terrazzo Flooring :****MAINTENANCE PRECAUTIONS:**

Harsh cleaners and sealers can damage Terrazzo; thus, only materials that are neutral with a PH Factor between 7 and 10 should be used when scrubbing or mopping floors. Avoid all-purpose cleaners or soaps containing water soluble, inorganic, or crystallizing salts, harmful alkali or acids. Sweeping compounds contain oil, which is not only a fire hazard, but will penetrate and could permanently discolor your floor. Many of these compounds contain sand, which is hard to sweep, and can abrade your floor if not removed. Most owners want to see a high sheen on their floors. Since safety in all buildings is a concern, use a water-based sealer in the acrylic family especially designed for Terrazzo use. The Underwriters Laboratories classification of this sealer should include a slip resistance with a coefficient of friction rating of minimum 0.5. Solvent-based sealers have a tendency to discolor with age and pose a removal problem for the user, especially when wear patterns develop or discoloration dictates stripping the surface. This Association sells no product and uses generic terms in our suggestions. We do recommend acrylic water based sealers mopped on, in one or more coats, in accordance with the instructions of the manufacturer. This can also be followed by an acrylic water-based finish for daily or weekly buffing if a high sheen is desired.

CLEANING PROCEDURES: Neutral cleaners are designed to react only in solution with clean water, mixed in accordance to the manufacturer instructions, and allowed to remain on the floor surface for several minutes. This provides the necessary time for the grime dissolving action to take place. Then rinse the dirt-laden solution from the surface by squeegee, vacuum, or mopping. Rinse with ample clean water. It is important to keep the floor wet during this entire cleaning process so the dirt does not reabsorb in the floor. The frequently asked question, "How often must we sweep or scrub this floor?" is answered by the amount of traffic that moves across the floor daily. But, it is normal that daily dust mopping is a requirement in most public buildings. Daily dust mopping removes both the dust and the grit tracked into the building. The grit acts as an abrasive on your hard surface.

ATTENTION!!! TAKE THE NECESSARY TIME TO LEARN WHICH TERRAZZO SYSTEM YOU ARE MAINTAINING. There are three types of binders used to anchor marble chips or other aggregate in your Terrazzo Floor. One is a Portland Cement product; the second is a Polyacrylic modified Portland Cement which includes an acrylic additive. The third is an Epoxy or Polyester system, often referred to as a resinous thin-set system. Although each system has the role of anchoring the aggregate into the topping, the treatment of each does vary. Terrazzo floors have ease of maintenance, but this does not mean that NO CARE IS REQUIRED. Once you understand the care requirements in the early stages of a new Terrazzo floor, you avoid possible problems, and recognize the economy of care and the aesthetic values of this product.

PORTLAND CEMENT SYSTEMS:

A Terrazzo surface has a minimum 70% density marble chip surface exposure. The marble chips have a low porosity of absorption; thus, the portion of this floor system that needs protection is the Portland Cement binder that has 30% or less surface exposure. This is why our specification requires a penetrating type sealer applied to this surface immediately following the final polishing. This helps inhibit the penetration of spilled materials upon initial contact with the Terrazzo floor. Spills must be cleaned up immediately in order to prevent stains caused by repeated or long-term exposure. Even standing water can dissolve some sealers. Since it is a penetrating liquid material, it is not expected to produce a high gloss sheen to the floor surface. Once the owner occupies the building, he must strip and re-seal the surface, and if desired, apply finish coats to produce a higher sheen.

RESINOUS TYPE TERRAZZO SYSTEMS (Epoxy and Polyester): Since the matrix in these systems becomes a non-porous surface, no penetrating-type sealer is used on this floor. Use only surface sealers, as mentioned in the contents of these instructions.

CUSTODIAN'S GUIDE

Follow these instructions to keep you terrazzo floor clean and long lasting. These are minimum maintenance suggestions:

CAUTION:

Before deviation from the instructions, contact your local Terrazzo Contractor for advice. Always keep rinse water, mops & pails clean!

Daily:

Sweep using yarn-wick brush treated with sweeping compound. Hand work stubborn stains and scuff marks with neutral

cleaner diluted in warm water.

Weekly:

Damp mop lightly soiled floors with neutral cleaner. Heavily soiled floors should be scrubbed with a mechanical buffing machine and neutral cleaner. Mop up residue with clean water before it dries. Allow to dry and buff with a dry brush.

NOTE: Allow your neutral cleaner, once applied to the terrazzo surface, time to react. It is designed to loosen foreign matter. Several minutes should be adequate, but do not allow solution to dry on the surface.

Semi-Annually:

Strip all old sealer and any finish coats. Reseal clean floor.

WARNING!!

It is important that any sealer or dressing be listed by underwriter's laboratories for slip resistance.

The preceding minimum maintenance suggestions have proven over time to provide the owner with the lowest maintenance cost of any floor system.

Some options to the above include the following:

- Apply high luster finishes on top of the sealer to the desired sheen. These normally require the added expense of spray-buffing to maintain the sheen. Terrazzo, unlike other floors, does not require this for wear protection.
- There is another process that would produce a sheen without the application of sealers. As you clean your floors with the neutral cleaner / water solution, your final mop picks up the majority of this cleaner, but still some remains on the surface. After several such procedures, the residue of cleaner will become buffable and result in a sheen with buffing after each washing. This method of achieving a sheen never requires the stripping action, thus, reducing your maintenance costs. This is not recommended in areas exposed to staining materials.
- As of late, some owners have been testing new technologies from the marble and granite industries to produce super high gloss finishes without day to day recoating. These include diamond pads for mechanical honing and polishing as well as crystallization/vitrification products. As of this time the long term maintenance cost of these systems is not known by this Association.

Note: In the event that your floor becomes heavily soiled, consult with your local terrazzo contractor or this association for directions before using any miracle cleaner suggested by someone not familiar with terrazzo. Ignoring this warning could prove harmful to your floor surface.

DO'S AND DON'TS

Helpful Tips for Terrazzo Maintenance: Your Terrazzo has been ground and polished and sealed with a penetrating Terrazzo Sealer. This protects your surface from immediate stains, but no spillage should be ignored and allowed to soak and dry into the floor. Good housekeeping procedures require that your floor remains clean.

DO's

- DO ask your installing Terrazzo Contractor to recommend the proper neutral cleaner and sealers to be used on your floor.
- DO dust mop your floors daily, this not only picks up the dust, but also the grit tracked into your building. The grit acts as an abrasive on your hard surface floor.
- DO scrub your floors a minimum of twice a week, where a new Terrazzo floor has been installed for the initial two to three months, as the construction dust is still in the air, and will eventually be deposited on your floor. After this period, once per week, depending on the amount of foot traffic, keep your floor clean in appearance. Always rinse your floors well to prevent a build-up of cleaner residue that could become slippery.
- DO seal your floors with a water-based acrylic sealer in accordance to the manufacturer's instructions. Normally, a new floor requires two or more coats, which provide a good sheen for a period of 45 to 60 days, before needing additional coats. Sealer should be classified by Underwriters Laboratories, as slip resistant with a rating of minimum 0.5.
- DO use maintenance products designed for Terrazzo.
- DO allow your neutral cleaner, once applied to the Terrazzo surface, time to react as designed to loosen foreign matter. Several minutes should be adequate, but DO NOT allow solution to dry on surface.

DON'TS

- DON'T use purely surface waxes, or all purpose sealers. Employment of such can result in slippery surfaces.
- DON'T use all purpose cleaners containing water soluble inorganic or crystallizing salts, harmful alkali or acids. Use of such products could prove harmful to your Terrazzo floor.
- DON'T use cheap cleaners or sealers since the majority of your maintenance costs is labor.
- DON'T try miracle cleaners or sealers on your floor without getting an opinion on such products from your Terrazzo Contractor or this Association.

NEW TERRAZZO FLOORS

Technical Bulletin #18 (Revised 4-96)

This bulletin addresses the most frequent questions that we hear:

“Why doesn’t my new cement Terrazzo floor have the sheen and luster of my neighbor’s?” “Mine looks blotchy and dull!”

There will be a significant difference in appearance between a new floor and one that has time to age. Chances are, the aged floor gave the same experience when it was installed. Terrazzo, like fine wine, gets better with age. While your Terrazzo floor may lack the beauty you expect initially, with natural cure and the passing of time, your floor will have the luster and beauty that Terrazzo is known for. To further explain why this occurs, we offer the following information. Moisture is added to the Terrazzo products in the composition, curing, grinding, grouting and polishing stages. Structurally, with this much moisture, you can be assured of quality installation. You can also expect the water to dissipate and escape through the finished surface. It is necessary to regulate the moisture evaporation. Therefore, the Terrazzo must be sealed with a penetrating type sealer. This further increases the time that it takes for the system to cure. This trapped moisture will migrate to the area adjacent to the strips, causing this to be darker until it is completely cured. It is not unusual, for this moisture to create efflorescence and/or tarnish metal dividers. This can be remedied by maintenance personnel using an 80 grit or finer 3-M type screen mesh pad under the scrubbing machine during normal maintenance procedures. The building must first be climate controlled and the floor thoroughly cured before this will be effective. The curing time will vary depending upon temperature, humidity and ground water conditions. After the tarnish is removed, the screen pad should not be used. Each passing day, with normal maintenance, the aesthetics of your Terrazzo floor will increase. Obviously, this requires your patience, but rest assured that the results will be rewarding.

Sheet Vinyl Floor Maintenance Methods:

How to Determine Your Maintenance Program

Before establishing a maintenance program, there are a number of factors which must be considered in order to determine the most appropriate, cost effective methods to use. It is critical that the maintenance methods for each floor and area be chosen only after careful evaluation and regard to the factors described below.

• What resources (time, equipment, chemicals and personnel) are available to the maintenance provider?

Are well-trained maintenance personnel available?

Are the appropriate equipment and chemicals available?

• What are the end user’s expectations?

What is considered an acceptable appearance?

What is the desired floor finish (high or low luster)?

What is the location of the flooring within the building?

Entryways, lobbies and pivot point areas may require more protection and more frequent cleaning than lower traffic areas in other parts or upper levels of the building.

• What is the volume and type of traffic and the type and amount of soil likely to be found at the location?

For example, traffic types and volumes in entryways/lobbies and classrooms will vary greatly from those found in corridors, at nurses’ stations or in examination rooms. Dirt and grit carried in from

outside can differ significantly from the soils and chemical spills found in a laboratory or emergency room.

- **Are there special traffic or footwear situations?**

Areas subjected to frequent rolling loads provide a different environment than a children's play area or corridor in an elementary school.

- **What are the color(s) and pattern of the flooring?**

Color and pattern can have a significant impact on a floor's appearance and when properly chosen, may help mask soiling and staining. Midtones are better choices than light or dark colors. Busier/high contrast patterns will hide better than solid/monolithic ones.

Grit Control

Another important factor, regardless of the maintenance methods used, is grit control. Controlling grit and soil from any source is crucial to prolonging the appearance of any interior floor. Grit or soil is any material — including dirt, stones, sand and clay — that is deposited onto the floor by normal traffic. The best way to control grit is by using appropriate walk-off mats. Recommended mats have a high-friction, open surface, designed to remove grit particles from the bottoms of shoes and keep them from entering the building. Other types of mats designed to remove moisture and fine grit may also be appropriate. Mats should be used at every entrance, inside and outside, should be at least as wide as the doorway and 8' to 12' long. Also, be sure to select a mat with a backing that won't stain the floor.

Don't forget that the mats need to be cleaned regularly. They should be vacuumed, shaken and/or hosed off frequently. Some soil may still find its way into the interior despite the existence of recommended walk-off mats. Regular vacuuming, sweeping, dust-mopping and spot mopping will help control this type of grit. The most cost-effective method of controlling fine dust-like grit is with a dust mop.

Maintenance Guidelines:

Following are general guidelines for maintaining the above flooring products. They are based on general experience using established methods and cleaning materials. Ultimately, the local site conditions will determine what specific maintenance procedures and frequencies are needed. It is the responsibility of the maintenance provider to establish the maintenance program(s) that meet the demands of the space(s) and needs of the building.

Initial Maintenance Immediately After Installation:

1. Sweep or vacuum thoroughly to remove all loose dust and dirt.
2. Remove any dried adhesive residue with a clean, white cloth dampened with mineral spirits, carefully following warnings on container.
3. If necessary, the floor may be damp-mopped with a very dilute neutral (pH 6-8) detergent solution such as Armstrong™ S-485 Commercial Floor Cleaner, carefully scrubbing black marks and excessive soil. **Note: Do not machine scrub the floor for at least four to five days after installation.** This is to prevent excess moisture from interfering with the adhesive bond and/or seam treatments.
4. If other on-site work is continuing, consider using a protective covering such as plain, undyed kraft paper to guard against damage to the new floor. When moving heavy fixtures or appliances over the flooring on casters or dollies, the flooring should be protected with 1/4" or thicker plywood, hardboard or other under-layment panels.

Preparation for Commercial Traffic:

1. Scrub the floor with a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner using a single-disc floor machine (300 rpm or less) equipped with a scrubbing pad (3M blue/green or equal or equivalent scrub brush).
2. Remove dirty cleaning solution with a wet vacuum or mop.
3. Thoroughly rinse with clean water and allow to dry.

Maintenance Methods

Having completed Steps 1-3 above under Preparation for Commercial Traffic, choose a maintenance method(s), based on your evaluation of the factors listed under “How to Determine Your Maintenance Program.” These products may be maintained by any of the following methods:

Polish Method:

Apply three to five coats of high-quality commercial floor polish such as Armstrong™ S-480 Commercial Floor Polish. The use of a high-quality stain-resistant sealer such as Armstrong S-495 Commercial Floor Sealer should be considered in areas of high traffic, high soil load, and areas where staining potential is high. Follow manufacturer's recommended drying time between applications. Do not allow traffic on the floor for the length of time specified by the polish manufacturer.

Spray Buffing Method:

Spray buff using a rotary machine (175 to 1500 rpm) with the appropriate pad or brush and spray buff solution.

Dry Buffing Method:

Dry buff using a rotary machine (maximum 1500 rpm) with the appropriate pad or brush until the desired luster is achieved. **If a higher gloss is desired, the application of a suitable floor finish is recommended.**

Routine Daily / Periodic Maintenance - All Methods

1. Sweep or dust mop frequently. Use walk-off mats that are as wide as the doorway and long enough to trap dirt before feet reach the resilient floor. Clean the walk-off mats frequently.
2. Damp-mop the floor as appearance requires. Use a dilute, neutral detergent solution such as Armstrong's S-485 Commercial Floor Cleaner.
3. When needed, scrubbing with an automatic floor machine and appropriate pad (red for light scrub, blue/green for a deep scrub) or equivalent brushes may also be performed.

(Periodic)

4. After scrubbing, the floor may be buffed with the appropriate speed machine and appropriate pad or brush as dictated by the maintenance method chosen. If using the Polish Method, additional floor finish may be applied at this time.

NOTE: Do not use brown or black pads, or equivalent brushes on any Armstrong resilient floor. Their use could result in permanent damage to the floor.

Restorative Maintenance:

Note: Stripping is the process of removing existing layers of sealer and finish and should only be performed when routine daily/periodic procedures are no longer effective. Stripping is used primarily with the Polish Method of maintenance. When using the Spray-buffing Method, stripping may be necessary with the long-term build-up of spray buff solution (polish).

Use of good quality maintenance products such as Armstrong commercial floor care products and regular adherence to a quality maintenance program will greatly reduce the need for stripping.

Stripping:

1. Scrub the floor with a properly diluted stripping solution such as Armstrong S-490 Commercial Floor Stripper using a single-disc floor machine (300 rpm or less) equipped with a scrubbing pad (3M blue/green or equal) or equivalent scrub brush.
2. Remove dirty stripping solution with a wet vacuum or mop.
3. Thoroughly rinse the floor with clean water and allow it to dry.
4. Based on the selected method of maintenance, apply sealer/floor polish or spray buff as appropriate and described above under Maintenance Methods.

MAINTENANCE METHODS – MEDINTECH

All resilient floor coverings require maintenance. How frequently the floors must be maintained depends largely on the factors described below. Following regular and well-planned maintenance programs protects the floor by reducing wear, preserves the floor's attractive appearance and ultimately increases its service life. The above products were designed to be maintained by traditional resilient flooring maintenance methods. These methods include the use of sealers and polishes, spray-buffing techniques and dry-buffing techniques.

CLEANING PROCEDURES: Neutral cleaners are designed to react only in solution with clean water, mixed in accordance to the manufacturer instructions, and allowed to remain on the floor surface for several minutes. This provides the necessary time for the grime dissolving action to take place. Then rinse the dirt-laden solution from the surface by squeegee, vacuum, or mopping. Rinse with ample clean water. It is important to keep the floor wet during this entire cleaning process so the dirt does not reabsorb in the floor. The frequently asked question, "How often must we sweep or scrub this floor?" is answered by the amount of traffic that moves across the floor daily. But, it is normal that daily dust mopping is a requirement in most public buildings. Daily dust mopping removes both the dust and the grit tracked into the building. The grit acts as an abrasive on your hard surface.

ATTENTION!!! TAKE THE NECESSARY TIME TO LEARN WHICH TERRAZZO SYSTEM YOU ARE MAINTAINING.

There are three types of binders used to anchor marble chips or other aggregate in your Terrazzo Floor. One is a Portland Cement product; the second is a Polyacrylic modified Portland Cement which includes an acrylic additive. The third is an Epoxy or Polyester system, often referred to as a resinous thin-set system. Although each system has the role of anchoring the aggregate into the topping, the treatment of each does vary. Terrazzo floors have ease of maintenance, but this does not mean that NO CARE IS REQUIRED. Once you understand the care requirements in the early stages of a new Terrazzo floor, you avoid possible problems, and recognize the economy of care and the aesthetic values of this product.

PORTLAND CEMENT SYSTEMS: A Terrazzo surface has a minimum 70% density marble chip surface exposure. The marble chips have a low porosity of absorption; thus, the portion of this floor system that needs protection is the Portland Cement binder that has 30% or less surface exposure. This is why our specification requires a penetrating type sealer applied to this surface immediately following the final polishing. This helps inhibit the penetration of spilled materials upon initial contact with the Terrazzo floor. Spills must be cleaned up immediately in order to prevent stains caused by repeated or long-term exposure. Even standing water can dissolve some sealers. Since it is a penetrating liquid material, it is not expected to produce a high gloss sheen to the floor surface. Once the owner occupies the building, he must strip and re-seal the surface, and if desired, apply finish coats to produce a higher sheen.

RESINOUS TYPE TERRAZZO SYSTEMS (Epoxy and Polyester):

Since the matrix in these systems becomes a non-porous surface, no penetrating-type sealer is used on this floor. Use only surface sealers, as mentioned in the contents of these instructions.

CUSTODIAN'S GUIDE

Follow these instructions to keep you terrazzo floor clean and long lasting. These are minimum maintenance suggestions:

CAUTION:

Before deviation from the instructions, contact your local Terrazzo Contractor for advice. Always keep rinse water, mops & pails clean!

Daily:

Sweep using yarn-wick brush treated with sweeping compound. Hand work stubborn stains and scuff marks with neutral cleaner diluted in warm water.

Weekly:

Damp mop lightly soiled floors with neutral cleaner. Heavily soiled floors should be scrubbed with a mechanical buffing machine and neutral cleaner. Mop up residue with clean water before it dries. Allow to dry and buff with a dry brush.

NOTE: Allow your neutral cleaner, once applied to the terrazzo surface, time to react. It is designed to loosen foreign matter. Several minutes should be adequate, but do not allow solution to dry on the surface.

Semi-Annually:

Strip all old sealer and any finish coats. Reseal clean floor.

WARNING!!

It is important that any sealer or dressing be listed by underwriter's laboratories for slip resistance.

The preceding minimum maintenance suggestions have proven over time to provide the owner with the lowest maintenance

cost of any floor system.

Some options to the above include the following:

- Apply high luster finishes on top of the sealer to the desired sheen. These normally require the added expense of spray-buffing to maintain the sheen. Terrazzo, unlike other floors, does not require this for wear protection.
- There is another process that would produce a sheen without the application of sealers. As you clean your floors with the neutral cleaner / water solution, your final mop picks up the majority of this cleaner, but still some remains on the surface. After several such procedures, the residue of cleaner will become buffable and result in a sheen with buffing after each washing. This method of achieving a sheen never requires the stripping action, thus, reducing your maintenance costs. This is not recommended in areas exposed to staining materials.
- As of late, some owners have been testing new technologies from the marble and granite industries to produce super high gloss finishes without day to day recoating. These include diamond pads for mechanical honing and polishing as well as crystallization/vitrification products. As of this time the long term maintenance cost of these systems is not known by this Association.

Note: In the event that your floor becomes heavily soiled, consult with your local terrazzo contractor or this association for directions before using any miracle cleaner suggested by someone not familiar with terrazzo. Ignoring this warning could prove harmful to your floor surface.

DO'S AND DON'TS

Helpful Tips for Terrazzo Maintenance: Your Terrazzo has been ground and polished and sealed with a penetrating Terrazzo Sealer. This protects your surface from immediate stains, but no spillage should be ignored and allowed to soak and dry into the floor. Good housekeeping procedures require that your floor remains clean.

DO's

- DO ask your installing Terrazzo Contractor to recommend the proper neutral cleaner and sealers to be used on your floor.
- DO dust mop your floors daily, this not only picks up the dust, but also the grit tracked into your building. The grit acts as an abrasive on your hard surface floor.
- DO scrub your floors a minimum of twice a week, where a new Terrazzo floor has been installed for the initial two to three months, as the construction dust is still in the air, and will eventually be deposited on your floor. After this period, once per week, depending on the amount of foot traffic, keep your floor clean in appearance. Always rinse your floors well to prevent a build-up of cleaner residue that could become slippery.
- DO seal your floors with a water-based acrylic sealer in accordance to the manufacturer's instructions. Normally, a new floor requires two or more coats, which provide a good sheen for a period of 45 to 60 days, before needing additional coats. Sealer should be classified by Underwriters Laboratories, as slip resistant with a rating of minimum 0.5.
- DO use maintenance products designed for Terrazzo.
- DO allow your neutral cleaner, once applied to the Terrazzo surface, time to react as designed to loosen foreign matter. Several minutes should be adequate, but DO NOT allow solution to dry on surface.

DON'TS

- DON'T use purely surface waxes, or all purpose sealers. Employment of such can result in slippery surfaces.
- DON'T use all purpose cleaners containing water soluble inorganic or crystallizing salts, harmful alkali or acids. Use of such products could prove harmful to your Terrazzo floor.
- DON'T use cheap cleaners or sealers since the majority of your maintenance costs is labor.
- DON'T try miracle cleaners or sealers on your floor without getting an opinion on such products from your Terrazzo Contractor or this Association.

NEW TERRAZZO FLOORS

Technical Bulletin #18 (Revised 4-96)

This bulletin addresses the most frequent questions that we hear:

“Why doesn’t my new cement Terrazzo floor have the sheen and luster of my neighbor’s?” “Mine looks blotchy and dull!”

There will be a significant difference in appearance between a new floor and one that has time to age. Chances are, the aged floor gave the same experience when it was installed. Terrazzo, like fine wine, gets better with age. While your Terrazzo floor may lack the beauty you expect initially, with natural cure and the passing of time, your floor will have the luster and beauty that Terrazzo is known for. To further explain why this occurs, we offer the following information. Moisture is added to the Terrazzo products in the composition, curing, grinding, grouting and polishing stages. Structurally, with this much moisture, you can be assured of quality installation. You can also expect the water to dissipate and escape through the finished surface. It is necessary to regulate the moisture evaporation. Therefore, the Terrazzo must be sealed with a penetrating type sealer. This further increases the time that it takes for the system to cure. This trapped moisture will migrate to the area adjacent to the strips, causing this to be darker until it is completely cured. It is not unusual, for this moisture to create efflorescence and/or tarnish metal dividers. This can be remedied by maintenance personnel using an 80 grit or finer 3-M type screen mesh pad under the scrubbing machine during normal maintenance procedures. The building must first be climate controlled and the floor thoroughly cured before this will be effective. The curing time will vary depending upon temperature, humidity and ground water conditions. After the tarnish is removed, the screen pad should not be used. Each passing day, with normal maintenance, the aesthetics of your Terrazzo floor will increase. Obviously, this requires your patience, but rest assured that the results will be rewarding.

Sheet Vinyl Floor Maintenance Methods:

How to Determine Your Maintenance Program

Before establishing a maintenance program, there are a number of factors which must be considered in order to determine the most appropriate, cost effective methods to use. It is critical that the maintenance methods for each floor and area be chosen only after careful evaluation and regard to the factors described below.

- **What resources (time, equipment, chemicals and personnel) are available to the maintenance provider?**

Are well-trained maintenance personnel available?

Are the appropriate equipment and chemicals available?

- **What are the end user's expectations?**

What is considered an acceptable appearance?

What is the desired floor finish (high or low luster)?

- **What is the location of the flooring within the building?**

Entryways, lobbies and pivot point areas may require more protection and more frequent cleaning than lower traffic areas in other parts or upper levels of the building.

- **What is the volume and type of traffic and the type and amount of soil likely to be found at the location?**

For example, traffic types and volumes in entryways/lobbies and classrooms will vary greatly from those found in corridors, at nurses' stations or in examination rooms. Dirt and grit carried in from outside can differ significantly from the soils and chemical spills found in a laboratory or emergency room.

- **Are there special traffic or footwear situations?**

Areas subjected to frequent rolling loads provide a different environment than a children's play area or corridor in an elementary school.

- **What are the color(s) and pattern of the flooring?**

Color and pattern can have a significant impact on a floor's appearance and when properly chosen, may help mask soiling and staining. Midtones are better choices than light or dark colors. Busier/high contrast patterns will hide better than solid/monolithic ones.

Grit Control

Another important factor, regardless of the maintenance methods used, is grit control. Controlling grit and soil from any source is crucial to prolonging the appearance of any interior floor. Grit or soil is any material — including dirt, stones, sand and clay — that is deposited onto the floor by normal traffic. The best way to control grit is by using appropriate walk-off mats. Recommended mats have a high-friction, open surface, designed to remove grit particles from the bottoms of shoes and keep them from entering the building. Other types of mats designed to remove moisture and fine grit may also be appropriate. Mats should be used at every entrance, inside and outside, should be at least as wide as the doorway and 8' to 12' long. Also, be sure to select a mat with a backing that won't stain the floor.

Don't forget that the mats need to be cleaned regularly. They should be vacuumed, shaken and/or hosed off frequently. Some soil may still find its way into the interior despite the existence of recommended walk-off mats. Regular vacuuming, sweeping, dust-mopping and spot mopping will help control this type of grit. The most cost-effective method of controlling fine dust-like grit is with a dust mop.

Maintenance Guidelines:

Following are general guidelines for maintaining the above flooring products. They are based on general experience using established methods and cleaning materials. Ultimately, the local site conditions will determine what specific maintenance procedures and frequencies are needed. It is the responsibility of the maintenance provider to establish the maintenance program(s) that meet the demands of the space(s) and needs of the building.

Initial Maintenance Immediately After Installation:

1. Sweep or vacuum thoroughly to remove all loose dust and dirt.
2. Remove any dried adhesive residue with a clean, white cloth dampened with mineral spirits, carefully following warnings on container.
3. If necessary, the floor may be damp-mopped with a very dilute neutral (pH 6-8) detergent solution such as Armstrong™ S-485 Commercial Floor Cleaner, carefully scrubbing black marks and excessive soil. **Note: Do not machine scrub the floor for at least four to five days after installation.** This is to prevent excess moisture from interfering with the adhesive bond and/or seam treatments.
4. If other on-site work is continuing, consider using a protective covering such as plain, undyed kraft paper to guard against damage to the new floor. When moving heavy fixtures or appliances over the flooring on casters or dollies, the flooring should be protected with 1/4" or thicker plywood, hardboard or other under-layment panels.

Preparation for Commercial Traffic:

1. Scrub the floor with a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner using a single-disc floor machine (300 rpm or less) equipped with a scrubbing pad (3M blue/green or equal or equivalent scrub brush).
2. Remove dirty cleaning solution with a wet vacuum or mop.
3. Thoroughly rinse with clean water and allow to dry.

Maintenance Methods

Having completed Steps 1-3 above under Preparation for Commercial Traffic, choose a maintenance method(s), based on your evaluation of the factors listed under "How to Determine Your Maintenance Program." These products may be maintained by any of the following methods:

Polish Method:

Apply three to five coats of high-quality commercial floor polish such as Armstrong™ S-480 Commercial Floor Polish. The use of a high-quality stain-resistant sealer such as Armstrong S-495 Commercial Floor Sealer should be considered in areas of high traffic, high soil load, and areas where staining potential is high. Follow manufacturer's recommended drying time between applications. Do not allow traffic on the floor for the length of time specified by the polish manufacturer.

Spray Buffing Method:

Spray buff using a rotary machine (175 to 1500 rpm) with the appropriate pad or brush and spray buff solution.

Dry Buffing Method:

Dry buff using a rotary machine (maximum 1500 rpm) with the appropriate pad or brush until the desired luster is achieved. **If a higher gloss is desired, the application of a suitable floor finish is recommended.**

Routine Daily / Periodic Maintenance - All Methods

1. Sweep or dust mop frequently. Use walk-off mats that are as wide as the doorway and long enough to trap dirt before feet reach the resilient floor. Clean the walk-off mats frequently.
2. Damp-mop the floor as appearance requires. Use a dilute, neutral detergent solution such as Armstrong's S-485 Commercial Floor Cleaner.
3. When needed, scrubbing with an automatic floor machine and appropriate pad (red for light scrub, blue/green for a deep scrub) or equivalent brushes may also be performed.

(Periodic)

4. After scrubbing, the floor may be buffed with the appropriate speed machine and appropriate pad or brush as dictated by the maintenance method chosen. If using the Polish Method, additional floor finish may be applied at this time.

NOTE: Do not use brown or black pads, or equivalent brushes on any Armstrong resilient floor. Their use could result in permanent damage to the floor.

Restorative Maintenance:

Note: Stripping is the process of removing existing layers of sealer and finish and should only be performed when routine daily/periodic procedures are no longer effective. Stripping is used primarily with the Polish Method of maintenance. When using the Spray-buffing Method, stripping may be necessary with the long-term build-up of spray buff solution (polish).

Use of good quality maintenance products such as Armstrong commercial floor care products and regular adherence to a quality maintenance program will greatly reduce the need for stripping.

Stripping:

1. Scrub the floor with a properly diluted stripping solution such as Armstrong S-490 Commercial Floor Stripper using a single-disc floor machine (300 rpm or less) equipped with a scrubbing pad (3M blue/green or equal) or equivalent scrub brush.
2. Remove dirty stripping solution with a wet vacuum or mop.
3. Thoroughly rinse the floor with clean water and allow it to dry.
4. Based on the selected method of maintenance, apply sealer/floor polish or spray buff as appropriate and described above under Maintenance Methods.

MAINTENANCE METHODS – MEDINTECH

All resilient floor coverings require maintenance. How frequently the floors must be maintained depends largely on the factors described below. Following regular and well-planned maintenance programs protects the floor by reducing wear, preserves the floor's attractive appearance and ultimately increases its service life. The above products were designed to be maintained by traditional resilient flooring maintenance methods. These methods include the use of sealers and polishes, spray-buffing techniques and dry-buffing techniques.

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.

- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled

by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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